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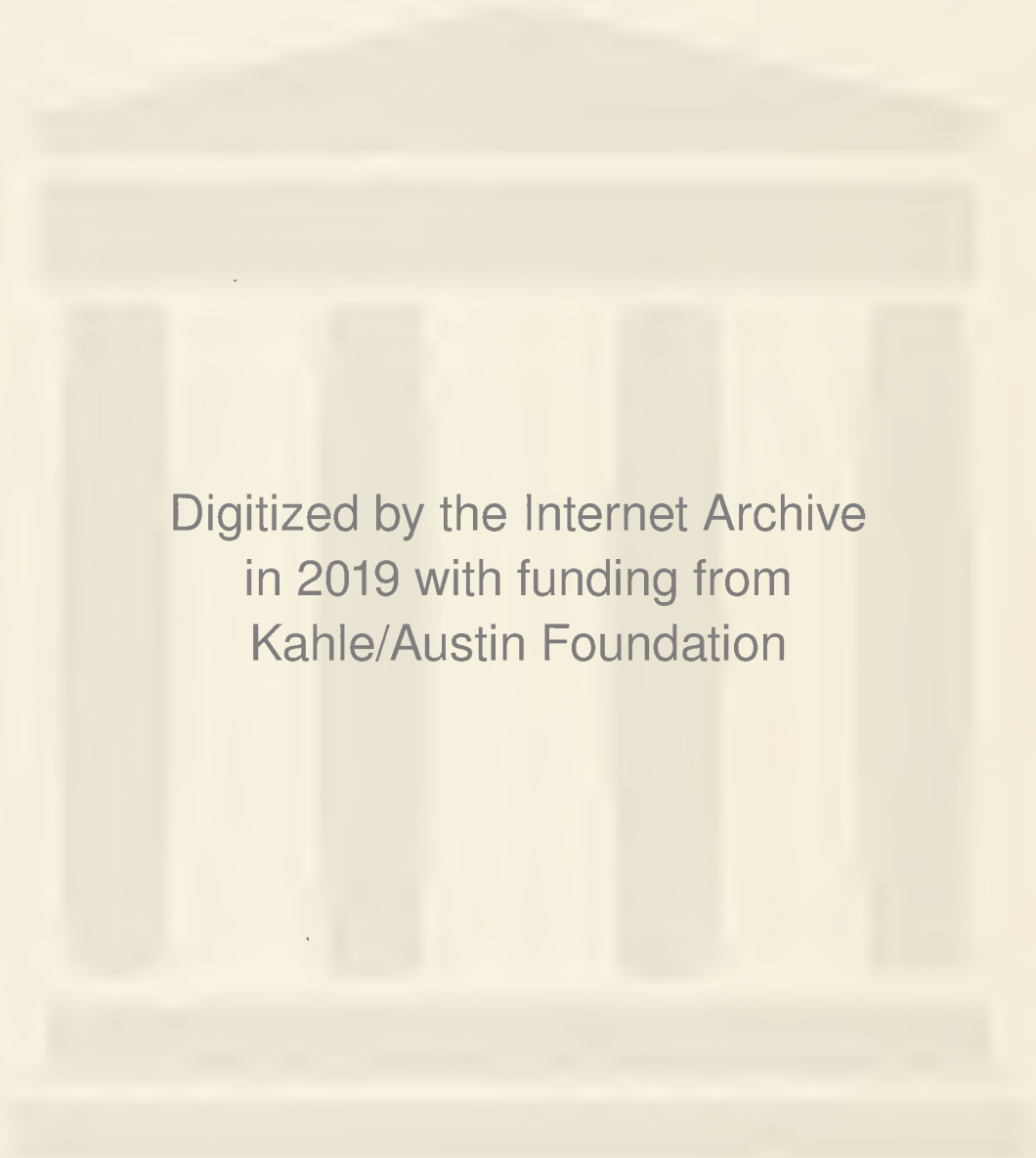
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Select Pleas in the Court of Admiralty

Volume II.

A.D. 1547–1602

Selden Society

SELECT PLEAS IN THE COURT OF ADMIRALTY

Volume II.

THE HIGH COURT OF ADMIRALTY

(A.D. 1547–1602)

EDITED
FOR THE SELDEN SOCIETY
BY
REGINALD G. MARSDEN

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I. History of the Court, 1547-1602.

The Lord High Admirals.

At the accession of Edward VI., in 1547, Lord Seymour of Sudeley was appointed Lord High Admiral.[1] Upon his impeachment in 1549 two of the charges brought against him were, that he connived at piracy, and that he seized wrecked goods and refused to restore them to their owners.[2] Shortly after his execution, the Earl of Warwick was, on the 19th October, 1549, appointed Lord High Admiral for the second time.[3] On the 14th of May, 1550, Lord Clinton, afterwards Earl of Lincoln, was appointed; but on the accession of Queen Mary he ceased to be Admiral; and on the 8th of May, 1554, Lord William Howard, afterwards Lord Howard of Effingham, was appointed.[4] On the 10th February, 1558, Clinton was re-appointed,[5] and he remained Admiral for nearly thirty years. Upon his death Charles, Lord Howard of Effingham,[6] afterwards Earl of Nottingham, on the 15th January, 1585, succeeded to the office, which he held until his retirement in 1618.

The judges.

Dr. Leyson, who is Judge of the Admiralty at the commencement of this volume, was succeeded by Dr. Cooke in 1554. Cooke was

[1] Pat. 1 Ed. vi. pt. 6, m. 9; Fœd. vi. pt. 3, 148.
[2] Acts of Privy Council 1547–1550, pp. 254, 255.
[3] See his patent, Fœd. vi. pt. 3, 175.
[4] Pat. 1 Mar. pt. 5, m. 35; Fœd. vi. pt. 4, 22 gives wrong date.
[5] Pat. 4 & 5 Ph. & M. pt. 1, m. 2.
[6] Pat. 27 Eliz. pt. 10, m. 21.

succeeded by Dr. David Lewes, whose name first appears in the records in 1558.[1] Lewes was judge for upwards of twenty-five years, and died in 1584.[2] The next judge was Dr. Julius Cæsar,[3] who remained judge throughout the reign of Elizabeth. Cæsar, who was of Italian descent, was a man of some eminence and attainments. He was knighted in 1603, became Chancellor of the Exchequer in 1607, Master of the Rolls in 1614, and died 1636. A large collection of his papers is preserved in the British Museum, but of the 187 volumes which he left, only about one-third are there. The care with which they have been arranged, and indexed in his own hand, shows that he was a man of great industry and methodical habits, whilst the importance and variety of their contents indicate that for nearly half a century his advice was sought and relied upon by the Government in matters of foreign policy.

Upon the death of the Earl of Lincoln, a question arose as to the competence of the Admiralty Court to sit and decide cases during the vacancy of the office of Lord High Admiral. The Queen was advised that the Judge was appointed 'not by any authoritie that the Lord Admirall had soe to doe in his owne person, but by the right derived from the King's letters patent, soe that he is Judge of the Admiralltie, be there an Admirall or no Admirall, so long as there is a Courte of Admiralltie, which muste not die; and he is Judge by the Crown, though not imediatelie.'[4] A special commission was, however, issued by the Queen, empowering Drs. Dale and Cæsar to act as judges until the appointment of Lord Howard of Effingham as Admiral.[5]

Business of the Court Prohibitions.

In or about 1570, complaints began to be made as to the 'encroachment' of the common law courts upon Admiralty jurisdiction. In consequence of these complaints, the Queen writes[6] to the Mayor and Sheriffs of London that she hears that they take upon themselves 'to here and determyn all manner of causes and sutes risinge of contracts and other thinges happeninge aswell uppon as beyonde the seas, the knowledge whereof dothe proprelye and speciallye appertain unto our Courte of Admiralltie, feigning the same, contrarye to the trowthe, to have byn done within some parishe or warde of that our cittie of London.' Thinking this 'very strange,' she commands them to desist from such practices. The Queen's remonstrance appears to have little effect upon the

[1] For his patents see Ad. Ct. Miscell. bundles 130 and 226; Add. MSS. Br. Mus. 30222.

[2] He is buried in Abergavenny Church.

[3] For his patents see Cotton MSS. Br. Mus. Otho E. ix. fo. 432; Ad. Ct. Miscell. 130.

[4] S. P. Dom. Eliz. vol. 180, fo. 14.

[5] Pat. 27 Eliz. pt. 10, m. 23; S. P. Dom. Eliz. vol. 237, fo. 66.

[6] S. P. Dom. Eliz. vol. iii. fo. 29. Similar letters were sent in 1598: Ad. Ct. Miscell. 243. The letter is printed in Marsden's Admiralty Cases, p. 230.

practice of the City of London Court, and in or about 1575, Dr. Lewes addressd a plaintive letter[1] to the Queen, in which he sets forth his poverty and distress by reason of the falling off in the business in his Court, and consequent loss of fees. This he attributes to prohibitions, and also to a certain privilege[2] which merchants trading to Spain and Portugal had obtained from the Queen, enabling them 'to hear and determine all suits and quarrels happening among the said merchants, or any of them, and any other being out of their company.' Pirates' goods under the value of £20, which he formerly took as a perquisite of his office, he no longer enjoys by reason of the Admiral having passed his interest in them to the Queen.

Special commission to Dr. Lewes.

The result of this appeal was that a special commission was granted to Dr. Lewes, empowering him to hear without appeal causes relating to freights and other maritime matters. The abolition of appeal was probably added in consequence of complaints, traces of which appear elsewhere, of delay in terminating suits. Thus, in 1566, Lewes writes to Sir W. Cecil urging him to further a bill, then before the House of Commons, providing for the abolition of such appeals, and referring to complaints of strangers touching 'longe sutes in cyvill and marittime causes by reason of dyverse appeles.'[3] The commission[4] empowered the judge—'nomine et mandato nostris'—to hear cases of charter party, bills of lading, bills of exchange, insurance, freight, bottomry, 'summarie et de plano et sine strepitu et figura judicii sola facti veritate inspecta, omnique appellatione remota.' The judge was empowered also to hear all suits touching necessaries for ships, ships themselves, and contracts whereby ships 'tacite vel expresse hypotheca fuerint nexæ et obligatæ;' and the common law judges, the mayor and sheriffs of London, and all other justices, mayors, sheriffs, bailiffs, seneschals, and other officers, as well within liberties as without, were forbidden to take upon themselves the cognisance of such causes.

The validity of this commission, which was probably a counterblast to the activity of the common law courts in granting prohibitions, does not seem to have been very firmly believed in by its authors. A few cases are to be found amongst the records, which were heard by Lewes sitting as judge under this commission—'ad certas causas civiles et maritimas audiendas et terminandas commissario et judice

[1] S. P. Dom. Eliz. vol. 106, No. 60.

[2] See Libels File 54, No. 153; *infra*, p. lxxii.

[3] S. P. Dom. Eliz. vol. 41, No. 11. See 8 Eliz. c. 5.

[4] S. P. Dom. Eliz. vol. 111, No. 29; cf. Commission to Drs. Dale and Cæsar, S. P. Dom. Eliz. vol. 237, fo. 66. Another Commission to Cæsar is referred to *ibid.* vol. 227, No. 49; Ad. Ct. Miscell. 29.

per dictam dominam nostram reginam specialiter deputato;'[1] but the great majority of Admiralty cases he continued to hear as judge of the Admiralty.

The agreement of 1575 between the common law judges and the Admiral.

About the date of this commission, in the year 1575, an agreement is said to have been come to between the common law and Admiralty judges, as to the limits of their respective jurisdictions, and as to the issuing of prohibitions. If any such agreement was made, it does not appear to have been signed by the judges. Coke denies[2] its existence; but it is stated that 'an honourable personage that was a little after judge of the Admiralty' (Dr. Dunn) affirmed the agreement. Several copies of this alleged agreement[3] are extant. It is headed 'The request of the judge of the Admiralty to the Lord Chief Justice of Her Majesty's Bench and his colleagues.' The requests are five in number, and are set out with the answers—'It is agreed by the Lord Chief Justice, &c.'—in opposite columns. The points agreed are: (1) That, after sentence of the Delegates, no prohibition shall be granted, or unless it is applied for within the term following sentence of the Admiralty; (2) That the judge of the Admi alty shall be permitted to appear and show cause against prohibitions (this in answer to the request that prohibitions be not granted upon bare suggestions, without proof); (3) That the judge of the Admiralty, according to such ancient order as hath been taken 2° Edwardi primi[4] by the king and his council, and according to letters patent of the Admiral for the time being, and allowed of by other kings of this land ever since, and by custom time out of memory of man, may have and enjoy the cognition of all contracts and other things rising, as well beyond, as upon the sea, without let or prohibition; (4) That the Admiralty shall have jurisdiction of breach of charter parties for over sea voyages, according to 32 Hen. VIII., c. 14, though the same be made within the realm; (5) That, if any man be brought up on writ of corpus cum causa, the body shall be returned to the Admiralty upon certificate of the nature of the cause or of contempt. In 1632 the judges were summoned to the Privy Council to advise upon the same matter of Admiralty jurisdiction, and the result of their deliberations, with their signatures attached, is extant.[5] It agrees in substance with the alleged agreement of 1575.

[1] See *infra*, p. 156.

[2] See 4 Inst. f. 135.

[3] Dated May 12, 1575. The Act Book for 1574, in which it is said to have been entered, is missing. S. P. Dom. Eliz. vol. 103, No. 46; Lansd. 142, fo. 449; Miscell. 29 and 243, contain early copies. It is printed in Prynne's Animadversions, p. 98.

[4] As to not suing in local courts; see Black Book, i. 68 (Rolls Ser. ed.). No contemporary record exists.

[5] S. P. Dom. Chas. I., vol. 232, No. 59; see also *ib.* vol. 228, fo. 15; vol. 231, Nos. 48 to 50.

Further complaints as to prohibitions.

In 1584[1] Walsingham writes to the Lord Chief Justice directing him not to grant a prohibition in a case then depending before him between one Percie, 'a Portugall,' and to have a special care that in all other like matters concerning the Admiralty—'the same being tryable by mere civill law, be not admitted to tryall before you at the common law, which of these marine and foreign causes is thought not so properly and aptly to take knowledge.' Again, in 1591,[2] the Admiral writes to his loving friends Drs. Aubrey, Ford, and Lloide, that the officers of the Queen's Bench daily intrude into his office of the Admiralty with prohibitions issued upon feigned and false suggestions—'grauntynge the same upon certaine statutes which I take are sufficiently avoyded by the words of my letters patent;' and he directs them to confer with the judge of the Admiralty as to how this may be stopped, whether by amendment of his patent, or by injunction, or otherwise. Some account of the prohibitions is given below, p. xli.

Proceedings against Dr. Lewes in the Star Chamber.

In 1585 proceedings were taken in the Star Chamber against Dr. Lewes, and against the registrar and marshal of the Admiralty for arresting Smith and Bodleighe for contempt in suing Dale in the city of London Court for breach of a charter party. The defendants, in their answer, demur to the jurisdiction of the Star Chamber, and allege that the plaintiff's remedy, if any, is by prohibition or writ of error; and, further, that under 32 Hen. VIII. c. 14, and also by virtue of his patent of 11th Feb., 1576, the Judge of the Admiralty has jurisdiction in such cases.[3]

Law and Practice:

The law and practice of the Court is illustrated by the following documents amongst State Papers, Domestic, and elsewhere:—

Insurance.

A letter from Somerset to Seymour, dated 16th August, 1548,[4] refers to the petition of one Hulle, who complains that he cannot get his freight, and that he is being sued in the Admiralty Court upon a charge of over insurance and wilfully casting away his ship. He complains also of the partiality of Hussey, the judge.

A question touching the insurance, by Florentines, of Spanish enemies' goods arose in connection with a claim made in 1591,[5] by one Corsini, on behalf of the Italian insurers, against Hall, Howell, and others captors of the 'Santo Rocco.'

[1] Ad. Ct. Miscell. 243; *ib.* Miscell. Books, 979, No. 185; Lansd. MSS. 142, fo. 451; printed in Marsden's Admiralty Cases, p. 231.

[2] Br. Mus. Add. MSS. 15208, fo. 239.

[3] Ad. Court Miscell. 29; a dilapidated copy or draft of the joint and several answers of the defendants.

[4] S. P. Dom. Ed. VI., vol. 4, Nos. 45, 47; *ib.* vol. 5, No. 1.

[5] S. P. Dom. Eliz. vol. 240, No. 104 (iii.); *ib.* vol. 241, Nos. 56, 57.

In 1576,[1] one Henriques Roderiguez petitions the queen that he may have a monopoly of 'brokerage of insurances,' setting forth the advantages that would follow from having a register of the names of assurers, so that merchants might know 'where to fynd the assurer and assuraunce;' and that 'the fault of dubble answeringe of adventurers which happeneth by incertentie of the brokers of assuraunce shalbe taken awaye.' Incidentally, Her Majesty was to benefit by receiving half the penalties (200*l.*) payable by those brokers who should exercise their trade without the knowledge and permission of the said Roderiguez. The trial of insurance cases gave much trouble to the Council; see *infra*, pp. lxxvi, lxxx. Some sentences and early examples of policies will be found amongst the records set out below.[2]

Bottomry.

The first mention of bottomry, *eo nomine*, is in 1593,[3] after which date it frequently occurs, chiefly in connection with Dutch and North German ships.

Empringham's Case.

Empringham, of Empringham's Case, 12 Rep. 84, appears in the records; see p. lxix, *infra*.

Negroes. Astrolabe and quarter-staff.

A cargo of negroes is mentioned in 1600;[4] an astrolabe and quarter-staff in 1598.[5]

Court Martial.

In 1587[6] there is a full account of the proceedings of a Court Marshal held by Sir Francis Drake, to try mutineers of the 'Golden Lion,' on board the 'Elizabeth Bonaventure.' The cause of the mutiny was that the men had been put upon short allowance.

Trial of pirates.

Piracy and prize fill a large space in the records. The files of 'Exemplifications' (*infra*, p. lxxv) contain much information on these subjects. During the years 1576–1578 special Commissioners were appointed in the seaboard counties, who held inquisitions, by juries, touching pirate goods in the hands of persons ashore, and touching persons ashore who had aided and consorted with pirates. A volume containing an abstract of the proceedings of these commissioners is extant.[7]

In 1582,[8] in consequence of the immunity of pirates, the Queen suspended the Admiralty jurisdiction of all towns for the space of three years. In 1589,[9] Dr. Cæsar writes to Walsingham as to the necessity of holding Admiralty Circuits for the trial of pirates; and in 1591 he himself went a prolonged circuit through the western sea-

[1] S. P. Dom. Eliz. vol. 110, No. 42.
[2] *Infra*, pp. 45–56, 120, 143.
[3] *Infra*, p. 176.
[4] File 68, No. 115.
[5] File 66, No. 113.
[6] Add. MSS. Br. Mus. 12505, fo. 241.
[7] S. P. Dom. Eliz. vol. 135. Cf. vol. 134, p. 432. See further Administration of the Royal Navy, by Mr. M. Oppenheim, pp. 177–181.
[8] S. P. Dom. Eliz. vol. 156, No. 19. Cf. Seld. Soc. vol. 10, p. 46.
[9] *Ib.* Eliz. vol. 229, No. 37.

ports for the purpose of holding Admiralty Sessions for the trial of civil and criminal cases.[1] The Articles for the direction of the juries at these sessions were printed and are extant.[2]

The ordinary jurisdiction of the Admiralty in cases of spoil committed by English ships upon Spanish, French, Scotch, and other foreign vessels does not seem to have given satisfaction to the foreigners. Special commissions to the Admiral, to his judge, and to other persons are very frequent.[3] In 1584, Cæsar writes to Walsingham, asking him to get the jurisdiction of the Admiralty amplified by Act of Parliament, in such a manner as to enable the judges to deal with and punish buyers of goods spoiled from ships at sea.[4]

Prize jurisdiction.

Prize jurisdiction and practice is being gradually settled upon a more legitimate footing. Immediately following Howard's patent as Admiral,[5] upon the Patent Roll, is a short patent (in English) authorising him to issue letters of reprisal against Spain. In the same year (1585) an order in Council issues, containing Articles for the government and regulation of those to whom letters of reprisal are issued. These provide for security to be given against the spoiling of friends' ships; and in 1589 an additional Article provides that all prizes are to be brought in without breaking of bulk, so that they may be adjudicated upon by the Admiralty.[6] After this date prize sentences, usually on paper, not parchment, are very frequent in the records. In 1591, the Council issued an order to confiscate contraband goods in ships trading with Spain, enumerating the articles to be deemed contraband. Amongst them was canvas; and a question arose shortly afterwards whether certain linen cloths, seized in an Easterling ship, were good prize. The matter was referred to Sir Richard Hawkins and others, as experts.[7]

Condemnation of prizes captured by allies.

In prize cases the Admiralty Court was resorted to by captors sailing under commissions granted by allies of England,[8] as well as by captors sailing under English commissions. The King of France, in his struggle with the Leaguers, and the States General in their struggle with the King of Spain, derived much assistance from the English Admiralty Court. These cases frequently resolved themselves into suits between the respective Ambassadors of the powers to which the captor and prize belonged.

[1] Add. MSS. Br. Mus. 12505, fo. 319.

[2] *Infra*. p. xxxii. note 3.

[3] Cf. (Spanish) S. P. Dom. Eliz. vol. 35, No. 17; Fœd. vol. vi. pt. 4, 122; (French) Lansd. 113, fo. 82; S. P. Dom. Eliz. vol. 58, No. 20; vol. 270, No. 3; vol. 279, No. 53; (other cases) S. P. Dom. Eliz. vol. 227, No. 49.

[4] S. P. Dom. Eliz. vol. 173, No. 90.

[5] Pat. 27 Eliz. pt. 10, m. 23.

[6] S. P. Dom. Eliz. vol. 180, No. 15; vol. 225, Nos. 36, 37; vol. 49, No. 79; Add. MSS. Br. Mus. 12505, fo. 369.

[7] See Act Book, No. 149, December 22, 1591.

Cf. De la Fin *c.* Morrys, *infra*, p. 170.

The edict of the French king as to enemies' goods in friends' ships[1] being lawful prize gave an impetus to the privateering habits of the age, and a similar rule was adopted by the Admiralty of England.[2] The hardship to the neutral is mitigated by the practice of awarding him freight.[3] Ships carrying provisions and contraband of war, including such things as canvas and ship timber, to the enemies of England or to her allies were condemned.[4]

In 1560 the queen grants one-third of all prizes to the Admiral.[5] Elsewhere Admiral's 'tenths' are mentioned. A recognisance entered into by the shipowner for the payment of these tenths is amongst the records.[6]

Letters of reprisal.

Before letters of reprisal were issued, the Council required the injured party to prove his loss in the Admiralty court or before commissioners. One of the earliest instances of such proceedings in the Admiralty is that in which Sir John Hawkins proves the loss of his ships at Vera Cruz at the hands of the Spaniards on the 20th May, 1568.[7] There are many instances of sentences in the Admiralty, some of them for large sums adjudged as damages sustained at the hands of the king of Spain. Ex parte Lee, and others, *infra*, p. 164, is an example of such a sentence. Upon proof of the damage sustained the judge or commissioners advised the issue of letters of marque.[8]

Spoil in the Queen's streams.

In 1559[9] Dr. Lewes writes to Cecil remonstrating as to the pardon of a Frenchman condemned for spoiling a Spanish Fleming in English waters; there being war between France and Spain, with both of which countries England was in amity.

Claims of the Admiral to the seashore, and rights connected with it.

The very large terms of the Admiral's patent instigated him to make claims to wreck, royal fish, findalls, as well as to rights connected with the seashore, and even to the seashore itself, which were wholly unfounded in law, and which, no doubt, helped to bring the court or the office of Admiral into discredit. We find him and his grantees engaged in frequent litigation with private persons, claiming sometimes the right to a monopoly of supplying ballast,[10] or of appointing measurers of coals and grain,[11] sometimes the right to cut and gather sea ore or kelp,[12] sometimes wreck and royal fish on the lands of prior grantees

[1] *Infra*, p. 119.
[2] File 67, No. 177; *infra*, pp. 73, 75.
[3] File 63, Nos. 93, 102, *infra*, pp. 73, 75.
[4] *Infra*, pp. 19, lxxviii.
[5] S. P. Dom. Eliz. vol. 12, No. 35.
[6] *Infra*, p. 42.
The libel is to be found S. P. Dom. Eliz. vol. 53. The copy filed in the Admiralty Court is much mutilated; File 40, *ad init.*
[8] Cf. S. P. Dom. Eliz. vol 49, No. 26.
[9] S. P. Dom. Eliz. vol. 4, No. 51.. Cf. Add. MSS. 12496, fo. 403, a similar case A.D. 1528.
[10] *Infra*, p. 173.
[11] File 60, No. 119.
[12] Ad. Ct. Miscell. 250 at Newport, I.W. Cf. Fleming *c.* Yates, Bulst. pt. 3, 205.

from the crown,[1] and sometimes the right to profits from tide mills and fish wears erected without a licence from him.[2] A grant of wreck royal fish and flotsam and jetsam in the hundred of Milton by the Admiral is extant.[3] In the seventeenth century a claim by the Admiral to wreck and findalls within the liberties of the Cinque Ports was the cause of a long dispute with the ports and their warden.[4] And in 1632 a report is made to the Admiral touching encroachments upon his rights by lords of manors and others.[5] In 1602[6] the deputy of the vice-admiral of Lincoln seized a whale stranded on the manor of Crofte, in Lincolnshire. Browne, as owner of the manor, claimed the whale as wreck. He was articled in the Admiralty court for resisting the vice-admiral's deputy. In his defence he claims title, citing a record of 9 Ed. I. where judgment was given in favour of his predecessors in title against the Crown, claiming a 'grampoyse' or royal fish stranded upon the same manor. He afterwards applied for and obtained a prohibition to the Admiralty. The prohibition was founded upon the statutes of Ric. II., and states that the whale was taken up—'par la mere dans dit la manner et infra corpus comitatus predicti et super arenas super metam vocatam the lowest ebb maris ibidem discitut' [?] et extra jurisdictionem Admiralli.'[7]

II. Admiralty jurisdiction of the seaports. Wreck, droits, and salvage.

Admiralty jurisdiction of the seaports.

The claims of some of the seaport towns to be exempt from Admiralty jurisdiction were jealously watched both by the Admirals and by the officers and practitioners of the High Court. In 1569[8] Lord Clinton writes to his judge and registrar enclosing a letter—'whereby you shall perceive that the mayor and his brethren of Newcastle doth now begin to take upon them to have Admiral jurisdiction within their town and liberties, wherein they never dealt before'—and he directs that process shall issue against them accordingly. A similar claim had been made by Tynemouth in 1507. In that year Dr. Christopher York, commissary of the Admiral, filed his bill in the chancery of the Duchy of Lancaster[9] praying that the prior of Tyne-

[1] See Index, tit. Wreck.
[2] File 60, No. 283; *infra*, p. lxxiii.
[3] Ad. Ct. Miscell. 224.
[4] *Infra*, p. xxii.
[5] Ad. Ct. Miscell. 53.
[6] File 69, Nos. 169, 189.
[7] Cf. Petyt MSS., Inner Temple, 518, fo. 94, b, cited in Mr. Stuart Moore's History of the Foreshore, p. 236. The MSS. cited, Corn. Roll, Tr. 43 Eliz. rot. 639, is a wrong reference. Corn. Roll. Tr. 44 Eliz. rot. 639, is not producible, being damaged.
[8] File 41, No. 8.
[9] Duchy of Lancaster pleadings, vol. ii. Y, 2. See North Riding Records, by Mr. R. B. Turton, vol. i. 248.

mouth might be fined for not appearing at the Admiralty court held at Tynemouth. The defence of the prior was that, by charter of Edward III., it was granted to the burgesses 'that none off the kynges offycers Admerall his debyte or none other mynysters off the kynges shold within the sayde townes ther intromytt nor meddle.' Scarborough, another town then in question, made a similar claim, but produced no charter.[1] In 1595[2] Lord Howard writes to Dr. Cæsar that King's Lynn is claiming to exercise Admiralty jurisdiction—'by what grant, I know not'—and he directs that the mayor and bailiffs shall be summoned to attend 'with their charters and writings by which they clayme that jurisdiction from me.' Many other towns claimed a similar exemption from the jurisdiction of the Admiral, some by express grant, others under general words in their charters confirming their ancient liberties and privileges. Rochester, we have seen,[3] claimed to be exempt by express grant from Edward IV. Colchester, it is said,[4] was always exempt; but by the charter of Charles I. the Admiral and his deputy were entitled to enter 'to take care of his debts and other concerns of the Admiral.' Harwich claimed to be exempt.[5] Southampton received a grant of Admiralty jurisdiction in 1451.[6] Bristol, we are told, was expressly exempted so early as 1403;[7] and charters of Henry VI. and Edward IV. confirm the exemption. A singular document is in existence purporting to be an agreement between Lord Howard of Effingham and the mayor and burgesses of Bristol, whereby Howard agrees that in accordance with the charter of Edward IV. Bristol shall enjoy her exclusive Admiralty jurisdiction, but special provision is made for the trial of criminal causes, and forfeitures, it is agreed, are to belong to the Admiral.[8] Bristol was probably the first town that was expressly exempted from the Admiral's jurisdiction. Dartmouth was never expressly exempted; but nevertheless strenuously resisted the Admiral's authority.[9] The western towns seem to have been the first to rebel against the Admiral's jurisdiction, and the legislation of Richard II., declaring the limits of the jurisdiction, was consequent upon petitions from the west country. The exclusion of the Admiral and the preservation of the franchises

[1] In 1390, the King's and not the Admiralty coroner held inquests there; see Seld. Soc. vol. 9, pp. 126, 127.

[2] Add. MSS. 12505, fo. 374.

[3] Vol. i. p. 125.

[4] Morant, Colchester, Bk. I. p. 87; Add. MSS. 12505, fo. 404, Br. Mus.

[5] *Ib.* p. 155; Add. MSS. 12505, fo. 155.

[6] Jewitt and Hope on Corporation Plate, vol. 2, p. 565.

[7] Historic Towns, Bristol, p. 93.

[8] Add. MSS. Br. Mus. 12505, ff. 220, 366, 389. As to this dispute see further Acts of Privy Council 1554-6, p. 303; 1570-5 p. 17.

[9] S. P. Dom. Eliz. vol. 274, No. 76; and see *infra*, pp. 111-116.

of the towns was one of the main objects of that legislation: this is expressed in a petition of 1402 praying that the Admiral and his lieutenants do sit and keep their court in no liberty or town, but only upon the sea coasts and arms of the sea.[1]

Admiralty of the Cinque Ports.

But the most important of the local maritime Courts was that of the Cinque Ports. This Court exists in a modified form to the present day. In 1835, when all the local Courts of the Admiralty were swept away by the Municipal Corporations' Act,[2] the Cinque Ports Admiralty Court was alone preserved. It probably presents the type and original of all our Admiralty and maritime Courts. We have seen that the first Admiral in England was the Warden or Admiral of the Ports, and the earliest document connected with Admiralty jurisdiction of which the present writer is aware is the writ of the year 1357 printed below.[3] When Gervase Alard was appointed Admiral of the Ports in 1300 the local Court was already in existence. It was probably similar to the maritime Courts, which, at the close of the century, we find at Padstow and Lostwithiel sitting at tide-time by the seashore, and administering the law maritime with the assistance of a jury of merchants and mariners.[4] As early as the reign of Henry II. there is evidence of a similar Court at Newcastle-upon-Tyne. In a document[5] of that date, setting forth the customs of Newcastle, we are told that one of the customs was 'inter burgensem et mercatorem si placitum oriatur finiatur ante-tertiam refluxionem maris.' The administration of speedy justice was always one of the characteristics of the Admiral's Court. The liberties of the Cinque Ports were carefully preserved by their charters, and amongst the most important of their liberties were the right of holding pleas and the right of wreck, both granted to them by their charter of Edward I.[6] The right of wreck[7] was the right to keep for themselves all ships and goods found at sea, or on the seashore, with-

Charter of the Cinque Ports.

[1] See Rot. Parl. iii, 502, b.

[2] 5 & 6 Will. IV. c. 76. So lately as 1885 a 'water court' was held at Saltash, apparently a survival of an abolished local Admiralty Court. See a paper by Sir Sherston Baker, Law Magazine, May 1895, p. 195.

[3] P. lviii.

[4] Vol. i. p. xlix; pp. 1–28.

[5] Stubbs' Select Charters, p. 107.

[6] Jeake's Charters of the Cinque Ports, p. 8. Wreck was granted to Dunwich in 1200; Stubbs' Sel. Chart. p. 303.

[7] The Anglo-Saxon word for wreck was 'sæ upwerp—scilicet wreck maris in mari et in littore.' Elsewhere sæ upwerp is translated 'maris ejectum' or 'jactura maris.' Wreccum, derelicta maris, sæ upwerp, bona waviata shipbryche, inventiones, findalls, varec, veriscum (in the coutumier de Normandie) seem to be synonymous. In some places the Abbot of Ramesey had a third part of sæ upwerp and royal fishes. See Cart. Monast. de Ramesey, Rolls Ser. vol. i. pp. 233, 278; vol. ii. 75, 80; vol. iii. 289; Fœd. ii. 1225 (Rolls Ed.), where 'wreccum' includes royal fish, worth 3,000*l.*, taken in the manor of Hoveden; Fœd. iii. 380, a grant of wrecks in the sweet waters of the Gironde; all early grants of wreck.

out accounting to the King for his share thereof; for by the common law the King's 'shyre' of 'findalls' was a half or 'halvendele.' This explains the Cinque Ports charter—'et quod habeant omnes inventiones suas in terra et in mari . . . absque aliqua nostra partitione inde facienda aut aliqua parte nobis aut heredibus nostris aut alicui alii inde reddenda.'[1] So the Yarmouth custumal says of lagan, 'to hym it ys to have and cleyme that fyndyth it, without with-seyeng of any;' and 'as to weyfe ther is no recoverer by the lawe maryn . . . the proprete to them naturally that put theym in jobardy of lyfe and leme to wynne and save it.'[2] The charters of many of the seaport towns contained similar grants of wreck, and so lately as 1829 the little towns of Dunwich and Southwold litigated, at a cost of over £1,000, the question whether a puncheon of whisky taken up at sea was within the Admiralty jurisdiction of the one town or the other.[3]

The Cinque Ports, from the earliest times, claimed to be exempt from the jurisdiction of the Admiral of England. Their early charters do not, like those of Bristol and other seaports, express this exemption in terms; it seems to have been derived from the general words of the charters which preserve their liberties and privileges. In the year 1411[4] at an inquisition of the Cinque Ports the jurors present John Bermyncham, deputy of the Admiral of England, for entering the jurisdiction of the Cinque Ports near Rye, and seizing a vessel as a droit of the Admiral—'et ibidem cepit unam schar de Thoma Ise magistro unius ballenger vocate Trinitie in contemptum domini principis Admiralli Quinque Portuum.' And in 1543 the Bailiff of Dover is presented for executing process of the Westminster Courts within the Cinque Ports.

Inquisitions of the Cinque Ports.

The inquisitions above mentioned are two of a large number—over 100—scattered amongst the several different series of documents at the Public Record Office. They have apparently been selected from a much larger number of Cinque Port Admiralty inquisitions, and they probably owe their preservation to the fact that about the year 1619 a dispute arose between the then Lord High Admiral,[5] the Marquis of Buckingham, and Lord Zouch, Warden of the Ports, as to their respective rights to wreck and other droits taken up in the Downs and on the Goodwins. The records of the Admiralty of the Ports were searched for precedents to support the claim of the

[1] Cinque Ports Charters, Jeakes, p. 67.
[2] Swinden's Hist. Yarmouth, pp. 146, 147. Report of the Municipal Corporations Commission, iv. 2224.
[3] Exch. Acc. Q.R. $\frac{67}{18}$; and see below, p. lxii, for similar presentments.
[4] S. P. Dom. Jac. I. vol. 111, Nos. 57, 61, 64, 65; vol. 121, No. 47.

Warden, and the inquisitions in question were no doubt selected and transmitted to London for this purpose. The evidence supplied by these records decided the matter in favour of the Lord Warden, and in 1624 an agreement was come to between the Lord Warden and Buckingham, whereby the latter agreed to pay to the Lord Warden for his droits £1,000 in cash and £500 a year for the rest of his life.[1] Examples of inquisitions taken at Sessions of the Admiralty Court of the Cinque Ports are given below, p. lxii.

These inquisitions show that an important—perhaps the chief—purpose of the Admiral's Court was the collection of his perquisites and forfeitures. From the terms of the contracts mentioned below[2] made between the Ports and their Admiral or Warden, it appears that the Ports claimed the right to all wrecks and findalls found or brought within their liberties, subject to the right of the salvors to one-half thereof. The draftsmen of the grant by the Ports to Lord Cobham deduces the title of the Ports to their findalls from the Sovereign; and this agrees with the account which Bracton and other writers give of the early law of wreck.[3] But it would appear that, except where there had been an express grant to the landowners, the Ports had, in fact, always enjoyed such wrecks and findalls. An account[4] of the receiver of Sir Thomas Erpingham, Lord Warden in 1402, shows that the Lord Warden was then receiving his 'share' of all such wrecks and findalls. Elsewhere it appears that it was an offence for a 'foreigner' to take up wreck or findalls within, or to carry them out of, the liberties of the Ports.[5] One of the grievances against the Admirals in the reign of Richard II. was that they held inquests on wreck, in other words, appropriated wreck and findalls which belonged to grantees from the Crown or to the towns. The complaint is that they enquire 'de deodands venauntz des fraunchises des diverses seigneurs parmy le roiyalme queux devent appartiendre a notre seigneur le roy ou as autres seigneurs des ditz franchises.'[6]

Agreement between the Cinque Ports and the Warden as to wreck and findalls.

In 1526,[7] in order to settle a controversy between Sir Edward Guldeford, Lord Warden, and the Bailiffs, Jurats, and Commonalty of Hastings, Pevensey, Seaford, and Bulverhithe, touching 'Admirall's shares wrackes and fyndells which have been founde, taken, and saved by the sayde commonalties,' an agreement was come to by

[1] S. P. Dom. Jac. I. vol. 170, No. 16.
[2] P. xxiv.
[3] See below, p. xxxix, note, as to the early law of wreck.
[4] Acc. Exch. Q.R. $\frac{67}{23}$.
[5] S. P. Dom. Eliz. vol. 49, No. 72.
[6] Rot. Parl. III. 642 *a*.
[7] S. P. Dom. Hen. VIII. vol. 4, No. 2250 (4), a paper copy.

which it was agreed that thenceforth the Admiral should take a third penny, or a third part, of 'almanner of wrackes and fyndells,' and one half of all things stranded and not floating; the Admiral to have the option either of buying for ready money the share of the finders after appraisement, or of taking his share when the wreck was sold and paid for.[1] A similar agreement was come to by Lord Cobham, Lord Warden in 1561, to whom, 'in consideration of the greate goodnes and favour' that he showed to them the Commonalty of Romney granted to him 'the one moyetie and halfe of all the said wrackes and fyndells . . . whether the said wrackes or fyndells be founde, taken, and had upon the sea flotynge, or out of the sea or upon the bache or sandes within the lybertye and precyncte of New Romney aforesaide.' The grant recites that Elizabeth and her progenitors, Kings and Queens of England, had theretofore granted to them, the Mayor and Jurats, 'all our wrackes and all our fyndells in the londe and in the sea.'[2] An undated and unsigned paper[3] in a handwriting of the early part of the following century provides that the Lord Warden is to have 'thone moytye and the fynders or savers of the said wrecke or fyndall to have the other moyetye;' and that those who conceal wrecks and findalls are to lose their share.

Right of the Admiral of England to royal fish, wrecks, and findalls.

The earliest notice of which the present writer is aware of a grant to the Admiral of England of emoluments appertaining to his office is in two patents of Henry VI., which grant to the Admiral certain 'feoda proficua et commoditates' appertaining to his office.[4] This probably refers to fines, wreck, findalls, and royal fish. A patent of the same reign to James Fiennes, Lord Say de Sele, Warden of the Ports, grants 'forifacturas commoditates shares wreccum maris . . . ac etiam omnia et omnimoda bona et catalla nobis et heredibus nostris forisfacta . . . tam in alto filo maris inter finem orientalem insule de Thaneto in comitatu Kantie et quendam locum vocatum Beaucleff in comitatu Sussexie.'[5]

The Articles annexed to the Inquisition of Queenborough, as well as those known by the name of Thomas Rowghton, which belong to the end of the fourteenth or early part of the fifteenth century,[6] limit the Admiral's right to one half; and an English translation of these Articles extant amongst the Admiralty Court Records[7] belonging to

[1] S. P. Dom. Hen. VIII. vol. 4, No. 2250 (4).
[2] S. P. Dom. Eliz. vol. 16, No. 57. This grant probably settled the dispute mentioned 13th Report of the Historical MSS. Commission, pt. 4, p. 2.
[3] S. P. Dom. Jac. I. vol. 89, No. 44.
[4] Pat. 14 Hen. VI. pt. 1, m. 23; cf. the Duke of Bedford's patent, Pat. 4 Hen. VI. pt. 2, m. 11.
[5] Pat. 25 Hen. VI. pt. 2, m. 1.
[6] See Black Book of the Admiralty, Rolls Series, Vol. I., 150, 241.
[7] Ad. Ct. Miscell. 39 and 229.

the fifteenth or early sixteenth century, describes the Admiral's part or share as the 'halfendel' thereof; but of gold, silver, or valuables found on a dead man the Admiral took the whole 'to dispose of for his sowle.' In Articles of 1615 [1] this last qualification is omitted.

The Admirals' Patents of the sixteenth and following centuries contain express grants of royal fish, wrecks, waifs, flotsam, jetsam, and lagon, as well as many other perquisites connected with the sea and the seashore. Under these grants the Lord High Admirals enjoyed all such royal fish, findalls, and wreck as had not been previously granted away by the Crown in the same way as we find the Warden of the Ports enjoying them within the liberties of the ports throughout the fifteenth century. The extracts from the records set out below show that, during the Elizabethan period, the Admiral tried to draw within the large words of his patent many rights connected with the seashore, such as the right to supply ballast, to appoint measurers, to license water-mills and wears, as to which the title of the Crown itself was very dubious. As to the nature and amount of the Admiral's right to wreck and findalls, the evidence is by no means clear. It is doubtful whether the right of the Crown, as against the finder, to royal fish and findalls was a right to more than one half.[2] A draft patent[3] of 1543, granting to one Goodenow the right to take porpoises, contains the following:— 'Savyng always and reservyng unto the Kyng, our sovereine lordes highe admiraltye to us committed such parte and moyietie of all the same fyshes of right and aunciente custom apperteyning;' and the presentments set out below show that of anchors and other findalls the finder always took one half. The inquisitions cited below show that by the law of the Admiralty of the Cinque Ports during the fifteenth and sixteenth centuries the finder or salvor of all things in the sea was entitled to a half thereof. There is no reason to think that the law of the High Court was different; but there is not much evidence upon that point. The few records that have hitherto been discovered of presentments in the High Court 'de bonis repertis tanquam derelictis' are from 1539 downwards. They were made upon oath by the salvor before the judge, apparently without the intervention of a jury.[4]

Jurisdiction of the Admiral as to wreck.

After the express enactment of 15 Ric. II., c. 3, that the Admiral's Court should not intermeddle with wreck, it is strange to find that

[1] Ad. Ct. Miscell. 29.

[2] This seems to have been the Roman law, Cod. Theod. lib. x. tit. 18; cf. Lex. Rom. Visig. lib. x. tit. 10.

[3] Ad. Ct. Miscell. 224, No. 55.

[4] See *supra*, vol. i. 89.

Court habitually dealing with wreck both on the shore and at sea. There is a prohibition to the Admiralty reported towards the close of the seventeenth century restraining it from dealing with wreck within the body of a county;[1] and in 1584 Dr. Lewes, judge of the Admiralty, writes to the Council that he has no power to determine cases of wreck in Admiralty;[2] but it is nevertheless the fact that throughout the sixteenth century the jurisdiction of the Court in matters of wreck was constantly exercised. There are amongst the records of the Court frequent instances of its process being used to recover wreck for the owners, and, where no owner appeared to claim the goods, to condemn them as droits to the King or the Admiral.[3] The patent of the Duke of Richmond, created Admiral in 1526, and subsequent patents, expressly grant to the Admiral 'wreccum maris;' and these patents were relied on by the Admiralty practitioners as giving or confirming the jurisdiction.[4] The Admiralty Court of the Cinque Ports does not appear ever to have been interfered with by the Courts at Westminster in its jurisdiction over wreck; and the evidence is clear that during the sixteenth and seventeenth centuries it habitually adjudicated upon every kind of droit belonging to the Ports or to the Warden. On the other hand, in 1799 Lord Stowell stated it to be the law that, where the property was brought to land, and the salvors ceased to retain possession, although the salvage service was performed on the high sea, the Admiralty Court had no jurisdiction.[5]

Other perquisites of the Admiral.

Besides wreck, royal fish, and findalls, the perquisites of the Admiral, collected by his droit gatherers and his judge, included his share of prizes, enemies' goods, fines inflicted for offences at sea and on the shore between high and low water mark, fines for unlawful fishing, for cutting away buoys from anchors and cables, for trading with the enemy, for freighting foreign bottoms when English ships were available, for exercising the office of lodesman (pilot) without a licence, for deserting when pressed to serve in the King's ships, forfeitures for exporting uncustomed goods, and fines for obstructing streams and harbours, and for various other offences. The inquisition of 1357 above mentioned is a presentment touching an alleged exportation of uncustomed wool. As to deodands, we find a 'leeshete'[6] indicted for

[1] Duke of York *v.* Linstead, 1 Keb. 657.

[2] S. P. Dom. Eliz. vol. 170, No. 19.

[3] Cf. Libels File 81, No. 170; file 121, No. 74. Cf. S. P. Dom. Eliz. Case E, No. 2, certificate by Lord Howard of decrees by Cæsar in 1591, and by Lewes in 1573, in favour of the right of the Bishop of Chichester to 'wrecca maris introducta inventa seu jacta in quibuscunque maneriis dominiis et prediis mari adjacentibus ad Episcopum Cicestrensem spectantibus.'

[4] S. P. Dom. Eliz. vol. 185, No. 94.

[5] The 'Two Friends,' 1 C. Rob. 271, 283; the 'Rapid,' 3 Hag. 422.

[6] Acc. Ex. Q.R., $\frac{67}{23}$, *infra*, p. xxviii.

knocking a man overboard, and a boat's tiller[1] is presented for the same offence. Two suits in the Elizabethan records of the High Court are appeals from a vice-admiral's sentence for deodand.[2]

In an account[3] 'denariorum provenientium de Admirallitate Quinque Portuum' from 1401 to 1403, rendered to Thomas de Erpyngham, Warden, by his receiver, occurs the following:—'Item receptum de iij^{s} xi^{d} receptis de Simone de Chapman et Willielmo Hardey et sociis suis pro j shire unius seyleyerd ij uptyes ij halsers per ipsos inventis in mari unde indictati existunt . . . j shar j mensa per ipsos inventa in mari.' It appears from the same account that the Lord Warden had two shares of goods captured from the enemy, fish dues, fees for safe conduct letters, and fines for suing in the Courts at Westminster for things done at sea. As to the last matter the entry is: '. . . et de iij^{s} iiij^{d} de fine Clement Baker qui implacitavit Johannem Lundeneys in communi banco pro rebus factis in mare.'

Enforcement of his rights.

If the persons presented failed to produce to the droit gatherers the Admirals' shares in kind or in money, the droit gatherer was empowered to levy on the goods of the defaulters, and to imprison them in Dover Castle until payment was made.[4] This was made a grievance by the Ports, and in one of the agreements above mentioned, made between the Lord Warden and the Ports, it is provided that no man shall be imprisoned for concealing or not producing wreck 'tyll for his mysdemeanour in that behalf he shalbe adjudged by inquisition' or until his misdemeanour shall be adjudged by the Warden, or his judge, and by the Mayor of the town, worthy of imprisonment. Traces of this grievance appear elsewhere,[6] complaint having been made in 1533, that the Lord Warden's men, contrary to the liberties of the Ports, took from salvors their findalls, and it is alleged that they stripped corpses found on the beach, and left them to be eaten by hogs. About the same time[7] some French merchants complain that their wrecked goods have been seized by the Lord Warden's servants, who refuse to restore them on salvage.

Presentments at inquisitions.

An inquisition[8] super littus maris at Dover in 1389, after presentment of John Prendergest and William Longe for treason and breaking of truces at sea, and others for consorting with and aiding them, contains the following:—'Item dicunt quod die lune proximo post

[1] S. P. Dom. Hen. VIII. vol. 2, No. 3642.
[2] Fisher *v.* Readhead, *infra*, p. 200.
[3] Acc. Exch. Q.R. $\frac{43}{10}$.
[4] S. P. Dom. Eliz. vol. 114, No. 51 (1).
[5] S. P. Dom. Jac. I. vol. 89, No. 44.
[6] S. P. Dom. Hen. VIII. vol. 6, No. 65. And see *supra*, p. xxiii.
[7] *Ib.* vol. 7, No. 231.
[8] Acc. Exch. Q.R. $\frac{67}{18}$, *ad init.*

diem Sancte Anne supradicti Thomas Page Henricus Vyan et Simon Page ceperunt unam navem vocatam Heyve (?) apud Festcamp valoris quinque marcarum cujus quidem Heyve les schares debit' domino Admirallo adhuc sunt arreriat' et non solut.' At another inquisition of the same year, John Bermyncham, deputy of the Admiral of England, is presented for taking from Thomas Ise within the liberty of the Ports 'unum schare,' in contempt of the Admiral of the Ports; and at another inquisition in the same year, Thomas Page is presented for taking at sea a boat of Flanders, with her nets worth 20 marcs, which he keeps for his own use, 'qua de causa ignorant;' and others are presented for keeping for their own use two small boats found floating at sea, worth 15^{s}.

The following[1] are some of the matters presented at the inquisitions of the Cinque Ports Admiralty between the years 1401 and 1466:— That A. B. found at sea 'in profundo maris' anchors and cables. That A. B. and others 'super mare,' or 'infra portum ville de Wynchelsea' feloniously took or spoiled goods from strangers or Englishmen 'contra pacem domini regis et in contemptum Admiralli V Portuum.' That the mayor of Faversham failed to arrest such spoilers in obedience to the Admiral's command. That A. B. found floating upon the sea 'unam marinam piscem vocatam whale,' or 'purpeys.' That A. B. found floating upon the sea, as wreck, barrels of pitch, and other goods. That A. B. found floating upon the sea a dead man, and on him some money, but how much the jurors know not. That A. B. within the Admiral's jurisdiction assaulted C. D., and hit him on the head with a stone, against the King's peace. That A. B. and others salved (salvaverunt) certain goods from a carack wrecked near the Nesse (Dungenesse?) 'under accidit domino Admirallo pro parte sua in pecunia sibi reservata vj^{s} viij^{d}.' That a ship was lost by the fault of the pilot, whose name the jurors know not. That A. B., in contempt of the Admiral, received spoiled goods. That A. B. took from the Thames, near London, a ship, with which he intended to sail to France; and that the ship was arrested for the Admiral at Dover, and appraised. That A. B. captured enemies' ships, and that the Admiral's share is so much. That the Abbot of Canterbury trespassed upon the fishery of the men of Sandwich in the Stour, and committed an assault. That the mayor and jurats of Rye wrongfully hindered men of Lydd from selling their fish at Rye, and took unfair tolls. That a ship was arrested for non-payment of duty on wool; as to the Admiral's share

[1] Ex. Acc. Q.R. $\frac{67}{25}$, a bundle of upwards of fifty inquisitions.

the jurors know not. That A. B. erected a wear and obstructed the river. That A. B. found wreck 'infra le flodemarks,' and that the prior of Canterbury claims the same; whose it is the jurors know not. That A. B. is a forestaller of fish and 'welkys.' That the Abbot of Fécamp has been taking profits and waifs (proficua veriag') beyond the port of Winchelsea, without any grant from the King in that behalf. That A. B. sued in the High Court of Admiralty for a trespass committed within the Admiralty of the Ports. That A. B. found off Seaford certain wreck, and took it out of the jurisdiction of the Ports. That A. B. assaulted C. D. 'infra le fflodmerke,' and knocked out two of his teeth. That a ship was found at sea 'fugitiva,' and abandoned; whom it belongs to, the jurors know not. That a wreck has been spoiled. That A. B. is in prison for sailing without letters of safe conduct. That A. B. cut away the buoys from an anchor slipped in the Downs in a gale of wind. That a ship sank in the harbour. That A. B. cast ballast into the harbour. That A. B. took upon him the office of 'lodeman,' and is no seaman.

In 1517,[1] there is presentment of fish called 'cowengeherstes' (cowengeres or congers); in 1535,[2] a presentment of lead, an old 'cote,' 'sloppis,' and a butt of wine, 'unde recepta pars per Grenway pro parte domini Admiralli;' of more wine, with a note 'reddat domino pro parte illorum xxxviij^{s} per Grenway recepta,' of sails, a 'cabull,' an old 'mantyll,' and 'unum le stremer cum uno shild sancti Georgii.' In 1517,[3] at an inquest at Hythe, a man was fined 20^{s} for shooting arrows at, and assaulting, another on the sea. Others are presented for having found, and not accounted for, 'flewenetts,' an 'ankerope,' sails, a mast, and a 'porpes.' At an inquisition at Romney,[4] 1520, there is presented 'a porpes de precio iii^{s} iiij^{d} unde medietas pars domini Admiralli Henricus Robyns recepit et misit ad hospitium domini;' also 'unam lucernam' and 'unum lapidem vocatum a gryndstone,' and 'unum le ore.' At Lydd, in the same year, a man is presented for stealing a 'trinknette,' near 'the Gravestone;' another who found 'unam truncam de Ireissh frise.' At Hythe, in 1521,[5] it is presented 'quod sunt in custodia Willelmi Treulove xv. rethea vocata fflewes deliberata eidem Willelmo ad usum domini Admiralli de precio xlv^{s};' also 'quod idem Harmanus (Maynerel) invenit septem rethea vocata fflewnettes deliberata Willelmo Treulove pro parte domini Admiralli videlicet mediam partem.' At an inquisition[6] at

[1] S. P. Dom. Hen. VIII. vol. 2, No. 3526.
[2] *Ib.* vol. 8, No. 911 (4).
[3] *Ib.* vol. 3, No. 3066.
[4] *Ib.* vol. 3, No. 618.
[5] *Ib.* vol. 3, pt. 1, No. 1372.
[6] *Ib.* vol. 4, No. 2250 (1).

Hastings, 15th June, 1526, the limits of the jurisdiction of the Cinque Ports are set out. It extended from the Horseshoe (qy. Shoebury), in Essex, to Beauchief (Fairlight), in Sussex, and up the estuary of the Thames to Shellness, in the Isle of Sheppey. Under the same reference (document 3) is a presentment of casks 'claretto impleta' appraised at 30^{s} each, but to whom they belong the jurors know not, and of 'unum vibrellum vocatum a gonne ad valenciam iij^{s} iiij^{d} et pro quo habuerunt et receperunt de Edwardo Meine eandem summam.'

At an inquisition at Sandwich,[1] in 1525, the limits of the liberties of the Ports are again set out. A presentment is made of the escape of four French prisoners from the custody of one Horne 'ob defectum bone custodie negligentes et contra voluntatem predicti Thome Horne ab ejus custodia absque aliquo salvo conductu escapaverunt et ad largum exierunt.' The prisoners feloniously took a boat and crossed the sea 'contra leges et consuetudines maritimas hactenus de talibus prisonariis usitatas.' A man is presented for taking cods off another's lines 'contra pacem domini regis' in the Downs. Another for finding an anchor, and selling it at sea; others for forestalling. A doubtful case of forestalling is referred to the judge—'et ideo referrunt examinationem inde predicto Custodi et Admirallo et ejus deputato et ministris in ea parte fiendis.' In 1517,[2] at an inquisition at Sandwich, there are presentments for employing Holland ships when English ships 'de hiis partibus Anglie' were available;[3] and for acting as lodesman without a licence 'contra formam electionis et ordinationem[4] in hoc casu editam et provisam. Ideo ipse in misericordia.' In 1516,[5] at an inquisition at Winchelsea, one Bosom is presented for taking fish hooks and fish from the boat of Goodeman. Nets are found and not accounted for—the finder is 'in misericordia xx^{s}.' Others 'debent examinari super sacramentum suum pro certis bonis ejusdem navis per eosdem inventis set que et quanta bona fuerunt sive de pretio jurati praedicti ignorant.'

In 1535[6] there is an instance of a bill being 'not found;' also of an acquittal, with endorsement 'qui dicunt super sacramentum suum quod infranominatus Henricus Smyth non felonice cepit super altum mare bona et catalla infrascripta neque ea a mare ad terram apud Lydd predictam felonice transduxit Ideo nullo modo inde culpabilis est. In cujus rei testimonium Robertus Mayowe nomine

[1] S. P. Dom. Hen. VIII. vol. 4, No. 1820.
[2] *Ib.* vol. 2, No. 3541, writ of venire facias and inquisition.
[3] Cf. *Ib.* vol. 3, No. 656.
[4] See *Ib.* vol. 8, No. 911, John and Robert Justyce fined for breach of these rules.
[5] *Ib.* vol. 2, No. 1379.
[6] *Ib.* vol. 8, No. 141.

aliorum sociorum suorum juratorum presentibus sigillum suum apposuit.' In the same year there is a presentment [1] at Hythe, that John George found an anchor 'quam idem Johannes sumptibus suis perquisivit.' Another 'invenit in mare boreali et usque istum portum conduxit novem rethia parva ad valenciam vj^{s} viij^{d} et rem in sua custodia.' Another found 13½ nets, worth 40^{s}—'de quibus deliberantur et remanent pro parte domini Admiralli in custodia Stephani . . . deputati dicti domini iiij et dimidium rethea.' Others are presented for offences at sea—'enormia contra pacem domini regis;' and others for fishing with unlawful nets.

In 1542 [2] it is presented that a Fleming was found drowned at Folkestone, who had on him three single ducketts whereof 'my Lordes parte v^{s};' in 1537 [3] a mast and sail 'remeynyng to thuse of the lord Admyrall and of the fynders . . . a porpesse to thuse of the lord Admirall and of the fynders, but of the price the' know not;' in 1566,[4] 'that Thomas Robyns, of Dovor, receyved in the Downes iij duckettes of a Spaynyard as the third parte for my lord Warden, of one anker sold for ix Frenche crowns, and not yett answerid to my Lorde;' and in 1577 [5] jurors present 'the said John Earle for fyndinge at sea xiiij barrels of petche and tarre aboute one yere paste as he was comynge from Scarborough the whiche saide goodes were by thordre of the saide Lorde Wardens delyvered agein unto the rightfull honor and in consyderacion that the said John Earle hade loste an ancre the said honor of the petche and terre gave him xl^{s}.' At an inquisition held at Dover, in 1543 [6] a Portuguese ship and her cargo ashore on the Goodwins is presented as a waif and wreck, although her crew, for the preservation of their lives, left her and got safe to shore. A question appears to have been raised whether she was wreck or not, and the jury justify their finding by citing several cases in the time of Sir Edward Pounyng and Sir Edward Guldeford, Lord Wardens, where ships ashore on the sands whose crews were saved and their cargoes were 'shifted devyded and aportioned between the Lord Admyrall of the Cinque Ports [and the havers] according to tholde aunciente custom . . . by which ships grounded and fixed on the Goodwins had time out of mind been held waif and wreck, and so peaseably enjoyed without lett or interruption.'

Wrecks on the Goodwins.

In a list [7] of the droits and profits of Lord Cobham, Lord Warden

[1] S. P. Dom. Hen. VIII. vol. 10, No. 526.
[2] *Ib.* Eliz. vol. 155, No. 56.
[3] S. P. Dom. Hen. VIII. vol. 12, No. 136.
[4] *Ib.* Eliz. vol. 40, No. 56.
[5] *Ib.* vol. 114, No. 51 (2).
[6] Exch. Q.R. Accts. $\frac{60}{12}$.
[7] S. P Dom. Eliz. vol. 285, No. 64.

in 1602, is the following:—'Gustave Berry, of Saltwoodd, for jewells and stones that he found about a dead man that Mr. Kempe hath, and for which Gustave Berry hath received of March about viij^{li}.' Also an 'old chist and som badd apparell in yt;' also John Gaunt v^{li} xij^{s} that he receyved of a Frenchman that came aground at Dymchurch; also Thomas Brown found a sturgeon and sold it for xxx^{s}, which sturgeon his lordship had, but Brown to pay x^{s}; an anchor—'and Kempe hath paid to William Ward the thirds for my lord, viz., xxvj^{s} viij^{d}.' Kempe also found 'a dead man in a sayle, whose clothes were valued at xx^{s}, and the saile at xj^{li}, but Kempe saieth he could sell the sayle but for v^{li}, whereof William Ward receyved l^{s}. And in regard there were four men that found the dead body, and they brought him to Lydd and buryed him dominus decrevit quod Kempe solvet nisi ij^{s} vj^{d}.' A ship came ashore, and his lordship had the best anchor and cable for grounding her. John Styver found 'x trammele netts which were devyded into ij partes, thone part delyvered to Mr. Portriff to my lord's use.' Another found 'fleeting on the sea vij oyster swadds (baskets) at iij^{s} iiij^{d}, and a smale saile prysed at xx^{d}, his lordship's part being ij^{s} vj^{d}.'

The above are examples of a large number of presentments to be found at the Public Record Office. References to others are given below.[1]

Admiralty sessions at the outports.

Dr. Cæsar, the Judge of the High Court, occasionally visited the outports and held Admiralty sessions there. There are a few records of presentments[2] made at these sessions. They are similar to those made at the Admiralty sessions of the Cinque Ports. Anchors and other goods salved are presented, and the finder or salver keeps a part, probably the half. At Newport, in 1591, John Wall is presented for picking up a boat with the corpse of one Smith in it—'afterwards the said Smith being found on land naked, and it was known that the boy had a little before iij^{li} in his purse.' Printed copies of the Articles used at these sessions are extant.[3]

Salvage law.

There are few traces of salvage law, in its modern form, amongst the records of the High Court during the sixteenth century. The right of salvors to half their findalls[4] was doubtless interpreted by salvors in a liberal way. A ship in distress was probably treated as a

[1] S. P. Dom. Hen. VIII. vol. 2, Nos. 3526, 3541, 3632, 3636, 3682; vol. 3, Nos. 355, 2814; *ib.* Mary, vol. 6, No. 75; *ib.* Eliz. vol. 114, No. 51; vol. 40, No. 55.

[2] Ad. Ct. Miscell. 250.

[3] Cotton MSS. Vespas. F. ix. Add. MSS. 12504, fo. 90; S. P. Dom. Eliz. vol. 239, No. 103.

[4] For recognition of this right, see vol. i. p. 88; Act Book, No. 151, August 19, 1596.

findall, without a very close examination as to whether or no her crew had abandoned her as derelict.[1] In other cases the claim to salvage reward seems to have been based upon contract.[2] In 1526 Cromwell writes to the Mayor of Rye ordering him to restore some wine taken from a foreign ship. The Mayor answers that the six tuns in question were taken out of the Mary by order of the Lord Warden, in satisfaction of an agreement between her owners and a man of Rye who had rendered salvage services to her when in peril. The Mayor evidently resented the intrusion by the Council upon the liberties of the Ports, for he says: 'iff hit shall plese your lordshipp to write unto him (the Lord Warden) touchyng the same he will consente to make you a resinable answer.'[3] There are several instances of salvage for ships and goods recaptured from the enemy or from pirates being sued for and given in the High Court. The earliest is in 1533.[4] In 1565, £200 was awarded for salvage of a prize abandoned by her captors in a sinking state 'quasi pro derelicto.'[5] In 1590, a French ship came ashore; £200 was awarded to the salvors.[6]

In 1587,[7] one Leveson, deputy of the Earl of Leicester, Vice-Admiral for North Wales, sued Vaughan and others for receiving from a French pirate goods from his prize, the Peter of Hamborough, that had been wrecked on the coast of Wales. He recovered sentence against him, upon the ground that pirate goods belonged to the Admiral or to the Crown. Nunez, an alleged salvor of the goods, also sued Vaughan for interfering with his salvage, but his suit was dismissed.

The case of Franchiottie *c.* Schroder set out below[8] is an illustration of the law of salvage as applied to salvors who were also lenders on bottomry.

In 1596,[9] a ship was wrecked on the Welsh coast, and the owners of the cargo sold it to Eynon and others, who afterwards salved it. Dunlee fraudulently got a commission from the Admiralty to take possession of it for the Admiral; whereupon Eynon sued Dunlee in Admiralty, and got sentence against him for the goods or their value. Gwynne, Mayor of Cardigan, who had interfered with Eynon, was also sued by the latter, but the suit appears to have been discontinued.

In 1536,[10] Hubert Christiaens, receiver-general of the 'extra- Salvage for goods

[1] See vol. i. p. xxvi.
[2] See Horn *v.* Delapyn, vol. i. p. 66.
[3] S. P. Dom. Hen. VIII. vol. 13, No. 513.
[4] Libels File 22, No. 16.
[5] File 52, No. 129; cf. *infra*, p. 149, recapture from pirates.
[6] Libels File 57, No. 11, *infra*, p. 170.
[7] Libels File 55, Nos. 19, 185, 203, 204.
[8] *Infra*, p. 175.
[9] *Infra*, p. 178.
[10] S. P. Dom. Hen. VIII. vol. 11, No 1341.

wrecked in Flanders.

ordinaire ' of Flanders, writes to Lord Lisle, with reference to some of Lisle's wood that had been wrecked on the Flemish coast and had come to his hands as wreck, that although the King of England had seized wrecked goods belonging to the Emperor's subjects, yet since Lisle had been kind to the Emperor's subjects, and in consideration that the wood was Lisle's, he will, as requested, give it up ' en me remboursent de mon desbourse avec le droit de sauvage.' So keen was the receiver-general as to his right of salvage that, even when doing a civility to the Vice-Admiral of England, he could not abstain from claiming it.

Salvage law in Guernsey.

In 1579,[1] Sir Thomas Leighton, Governor of Guernsey, was summoned before the Council upon articles charging him with, amongst other things, unlawfully taking wreck. He answers that he has taken nothing contrary to the book of extents, by which one half of wrecked goods is to be restored to the owners, if they claim within a year and a day, and the other half goes to the Queen and the savers. He mentions a case where £1,200, the whole value of goods, were restored to Velatelli, their owner, save £150 or £100, which the merchants gave towards the charges of the poor men ' for takeinge paynes in saveinge of the said goods.'

In the reign of James I.,[2] Coventry, S. G., and Sir Henry Marten, judge of the Admiralty, advise the Council touching the right to wine found floating at sea and brought to land on the fee of one Lemprière in Jersey. The King's procureur claimed the wine for the King in right of his prerogative—' salvage excepted ; ' Lemprière claimed half the wine as lord of the fee where it was brought to land. Coventry and Marten's opinion is that ' forasmuch as it hath appeared unto us by good probabilitie that both there (Jersey) and in Normandie the practize hath been very ancient to devide things floating at sea and thence brought by the finders to land into parts, the first to the finder or saver, the second to the lord of the fee where the same shall be landed, and the third to the King or Lord Admirall, we conceave and are of opinion that the order of division, as in all respects most justifiable, ought to bee observed for the wines presentlie controverted and landed upon Lemprière's fee.'[3] A note of a record accompanies, by which it appears that in 1593 it was adjudged in Guernsey that the seigneur of Saumares should have one half of a butt of wine

[1] S. P. Dom. Eliz. Add. vol. 26, No. 29. Cf. Acts of the Privy Council 1580–1581, by Mr. Dasent, p. 174.

[2] S. P. Dom. Jac. I. Add. vol. 42, Nos. 16, 20.

[3] Lord Hale's De Jure Maris, pt. 1, c. 7, where it is stated that the customs of 'Gersey' as to wreck are 'very near, if not altogether, the same as those of England.'

landed on his fee, and Barnabe Godfrey the other half; the latter, however, claimed to have the whole, relying upon the ancient law 'que toutes choses trouvées au bal de la mer appartiennent a l'inventeur.'

Admiralty droits during the Stuart period.

This case is one of a large number mentioned in the Admiralty Court Records and State Papers of this period, indicating that the Crown and the Admiral were becoming more solicitous about their droits than heretofore. Buckingham, we have seen, was claiming the right to wrecks on the Goodwins and elsewhere at sea. After his death, Charles I. kept his wrecks in his own hands, there being no grant to the Duke of York, the succeeding Admiral.

In 1623, there is a sentence condemning the finder of derelict goods in Algiers harbour in their full value, by reason of his not having presented the same 'juxta consuetudinem.'[1] In 1624,[2] the droit gatherer of the Cinque Ports writes to Nicholas that since the last storm he has received for anchors and other stores not less than £200. In 1626,[3] Sir John Hippisley, the Lieutenant of Dover Castle, writes to Buckingham, the Admiral, that he has been holding an Admiralty Court, at which he has made for the Duke £30,000. And in 1633[4] Sir James Bagg, Vice-Admiral of North Cornwall, is said to have collected droits to the value of £29,000. In later days, the sums in the Admiralty Registry to the credit of droits were enormous.[5]

The practice in the Cinque Ports[6] was for the Admiral to exact a composition or royalty from the owners of the salved property over and above the 'reasonable contentment . . . to the savers thereof according to the ancient custom there, and satisfaction . . . to all other subordinates within the said Admiralty.' The best anchor and cable of a ship ashore was a perquisite to the Lord Warden for 'groundage' or 'soilage;' and of a ship's anchor on the Goodwins in 1621,[7] it is said that 'a third part . . . belongeth to the savers and the rest to your honor' (the Warden). When a ship or goods salved were delivered up by the Admiral to their owners it was usual for the owners to enter into a bond to indemnify the Admiral and his officers against claims by other persons; the condition of the bond refers to the payment by the obligors of the Admiral's droits and of the salvors' claims.[8]

[1] Libels File 82, Nos. 150, 182.
[2] S. P. Dom. Jac. I. vol. 173, No. 56.
[3] *Ib.* Chas. I. vol. 19, No. 17.
[4] *Ib.* Chas. I. vol. 256, No. 21.
[5] See below, p. xxxix.
[6] S. P. Dom. Jac. I. vol. 105, No. 48; vol. 215, fo. 11, vol. 183, No. 70; *ib.* Chas. I. vol. 43, No. 31; *ib.* vol. 70, No. 47.
[7] *Ib.* Jac. I. vol. 121, No 142. Cf. *ib.* Eliz. vol. 285, No. 64; *ib.* Ja I vol. 90, No. 60; vol. 105, No. 48; *ib.* Chas. I. vol. 430, No. 14; *ib.* vol. 223, No. 34.
[8] *Ib.* Jac. I. vol. 118, No. 15, is such a bond; *ib.* vol. 105, No. 50, is another.

In 1626[1] certain Dutch men-of-war lost their anchors and cables in the Downs. These were afterwards taken up by salvors, and came to the hands of the Admiral's droit gatherers; whereupon the owners claimed them from Buckingham. A report is made to Buckingham as to the custom of the Ports in matters of salvage and wreck. It is to the effect that, of wrecks, if the finders certify them to the droit gatherers, one half belongs to the salvors, and one half to the Admiral; if they do not certify them, the Admiral takes the whole, and the finders are fined or imprisoned. As to anchors and cables, if they are recovered by persons employed by the Admiral, such persons 'are to be very well recompenced for their paines, and the cables and anchors are to be adjudged to your Grace. But yf they finde them by casualtye . . . they are to have the one halfe of their labour, and your Grace the other.' Of pirate ships and goods,[2] the Admiral had 'the right to all, but he allowed the moyietie of it to the Sergeant of the Admiraltye, who agreeth with the droit gatherers and others that seize and find the same.' In 1635[3] rules for the Vice-Admirals throughout the kingdom were framed in accordance with this certificate as to the practice in the Cinque Ports, and provision was made for the recording of all droits (including ambergris) in the Vice-Admiralty Courts.

Salvors' right to sue in Admiralty.

In 1633[4] occurs the first clear suit for salvage in the modern sense. Up to that date the right of salvors seems to have been a precarious right to a half or some other share of findalls, derelict, or waifs, and in the case of services rendered to property that was not wreck, in the legal sense, a still more precarious right to a recompense in the nature of payment for work and labour from the owners of the property, or from the Admiral or Vice-Admiral, who employed them. Sir Henry Marten was the first judge who recognised their right to sue in Admiralty for salvage. In 1633 a ship ashore on the sands off the Essex coast was seized for the King. Proceedings were taken in Admiralty to have her condemned to the King as wreck. The owners and the salvors intervened 'pro eorum interesse;' and the salvors claimed a moiety of the property, 'or a verie good and sufficient reward,' as due to them by custom. This was the common form of a salvage action throughout the seventeenth and eighteenth centuries.[5] Sometimes[6] the owners sued the salvors for detention of the property, and sentence was given for restitution of the property

[1] S. P. Dom. Chas. I. vol. 33, No. 21. Cf. Libels File 101, No. 112.
[2] *Ib.* Chas. I. vol. 32, No. 100.
[3] *Ib.* vol. 264, Nos. 122, 136, *a*; vol. 288, No. 14.
[4] Libels File 91, Nos. 129, 131, 149.
[5] See the title of a salvage suit, in 1763 Marsden, Ad. Cas. 322.
[6] As in 1636, Libels File 94, No. 59.

or its value, power being reserved for the Court to award salvage—'aliquas pecuniarum summas per eundem Johannem Kipp (the salvor) pro salvatura dictorum bonorum necessario et utiliter expositas.' In 1637[1] a very similar case occurred in the Admiralty of the Cinque Ports, except that in this case the ship was legal wreck, no man or dog being on board, only a dead man with his head shot off.

Duties of the Vice-Admirals.

It was the duty of the Vice-Admirals of the coast to take possession of and to preserve shipwrecked goods, and the salvage payable by the owners was one of their perquisites. It does not appear how the amount of the salvage was adjusted. Probably the Vice-Admirals refused to give up possession of the salved property until their claims were satisfied. Between the exactions of the Vice-Admirals on the one hand and the charges of the Admiralty Court practitioners on the other, we may suspect that the unfortunate owners sometimes recovered but a small part of their property. In 1637,[2] some silver salved from a wreck in the Vice-Admiralty of the Earl of Portland was condemned to the King as an Admiralty droit, but half was awarded by the Lords Commissioners to the Earl, being assured that 'his lordship will deale soe nobly with them (the salvors) out of his moyetie as they shall have cause to think their labour and diligence therein well rewarded.' If the Vice-Admiral failed to do his duty, or if there was no Vice-Admiral, a Commission[3] issued from the High Court at the instance of the owners of the wrecked goods, directing the Commissioners to take charge of the wreck, and to enquire as to spoilers of it.

The recognition by Sir H. Marten of salvors' right to sue for salvage was resented by the Vice-Admirals, probably on the ground that it interfered with their perquisites, of which salvage was the chief. In 1636,[4] Sir Francis Basset, Vice-Admiral of North Cornwall, writes to Mr. Secretary Nicholas protesting against a recent decision of Sir H. Marten (probably that above referred to), that if owners of ships in distress are to be at liberty to contract with salvors, and such contracts are to be enforced in the Admiralty Court, the result will be that 'no man of quality will intermeddle,' the King will lose his rights of wreck, and the owners their goods. 'The rabble of these sea robbers professing that damnable tenet that they had rather

[1] S. P. Dom. Chas. I. vol. 364, Nos. 7, 9, 10; vol. 365, Nos. 20, 93–96; vol. 368, Nos. 56 to 60; vol. 369, No. 81. Cf. also Libels File 109, Nos. 26, 150; File 108, No. 123; File 112, No. 112.

[2] *Ib.* vol. 353, No. 47, *b*; vol. 392, No. 42.

[3] Cf. Act Book 152, 14th Dec. 1599.

[4] S. P. Dom. Chas. I. vol. 322, Nos. 17, 39; *ib.* Jac. I. vol. 185, No. 89 (i).

trust God with their souls than the Admiral with their goods' will have it all their own way. He suggests that no one but the Vice-Admiral, or the Admiralty officers, should be allowed to salve. This letter is submitted by the Lords of the Admiralty to Sir Henry Marten, who strongly dissents[1] from Basset's suggestion, and supports his own decree, on the ground that 'by the law of God and nature every man is not only enabled but enjoined to save the person and goods of another.' Marten goes on to say that it is idle to talk about salvors, for there are daily complaints of the impious and inhuman wrecking that goes on round the coast, but of any honest savers he hears little report; and he refers to the bad name England had got in foreign lands for 'the merciless and savage wildness of the sea coasters in this kind.' In 1649, the Admiralty Commissioners for Sussex give instructions for the saving of a Hamburg ship and goods—'that strangers and foreigners, and alsoe the good people of this Commonwealth, may understand our desires and endeavours are that all people that suffer losses by casualties of the seas may be civilly used,' and that their goods may be saved, they paying recompense to the salvors. An ordinance to this effect was issued about the same time.

Salvage law during the Commonwealth.

The right of salvors of anchors and lagon to one half, and of the Admiral or Vice-Admiral to the other, is recognised in several cases during the Commonwealth and after the Restoration. 'One half of any derelict was always accounted the Vice-Admiral's.' And in the account rendered by Lord Mulgrave, Vice-Admiral of York, he charges himself with one half only of the value of the goods, the salvors being credited with the other half.[2]

After the Restoration.

Shortly after the Restoration, when the Duke of York was Admiral, a question arose between the Crown and the Admiral as to the droits to which they were respectively entitled, and after this date 'droit' cases are rare and of small importance. Anchors and cables, buoys and buoy ropes, masts and spars, are the principal things salved. They are presented by the finder and condemned by a formal sentence, in which the names of the salvors are always given, but no mention of salvage reward is made. The ancient right of the salvor to his 'halvendele' seems either to have been lost sight of or to have dwindled to a precarious claim to a gratuity from the Crown or the Admiral. The Act 1 William IV., c. 25, s. 12, which transferred droits from the Crown to the Consolidated Fund, expressly reserves to the Crown the right to 'reward' the salvor or informer. References

[1] S. P. Dom. Chas. I. vol. 328, No. 23.
[2] Ad. Ct. Miscell. 260.

to most if not all the 'droit' cases occurring after the Restoration are given below.[1]

Value of droits during the French war.

During the last French war the sums in the Admiralty Registry to the credit of droits were very large. This was probably owing to condemnations of enemies' ships and goods seized in British harbours or cast ashore by weather; such property, not being prize of war, was an Admiralty droit. From 1793 to 1816 these sums amounted to £914,896 3*s.* 6*d.* The droits of the Crown were still larger. Sums of £100,000, £190,000, and £58,360 are mentioned as having been paid to members of the Royal Family; the last sum is stated to have been paid out on account of buildings, repairs, and furnishing of the Pavilion at Brighton.

The Files of 'Exemplifications' (*infra*, p. lxxv) contain further information as to wreck and salvage.

NOTE AS TO THE EARLY LAW OF WRECK.

It is said[2] that by the law of England flotson, jetson, lagon, and other sea estrays, if they be taken up in the wide ocean, belong to the taker of them, if the owner cannot be found. This does not seem to have been the law of the Admiralty. However this may be as to goods taken up on the wide ocean, such goods, if taken up in the narrow seas or upon the shore of England, have always belonged to the Sovereign.[3] Originally they appear to have belonged to the Sovereign absolutely, without regard to the claim of the owner who had lost them. A copy of a charter which is of fairly good repute represents Edward the Confessor as granting to Ramsey Abbey the sea up-castings (ƿa sæ úpwarp) at Brancaster and Ringstead in Norfolk.[4] Henry I. and Henry II. are said to have mitigated the severity of the law of wreck, but the authority is doubtful.[5] To things of little worth, such as boards, the Sovereign made no claim;[6] but whales, sturgeons, grampuses, porpoises, and some other great[7] and strange

[1] Libels File 126, No. 262; *ib.* No. 276 (articles for not presenting droits); file 125, No. 392; File 121, No. 74; File 125, Nos. 34, 92. See also the Act 13 Anne, c. 21, which recognises the salvor's right to reward; and the reported cases: the 'Thetis,' 3 Hag. 14, 62; the 'Salacia,' 2 Hag. 262; the Lord Warden of the Cinque Ports *v.* the King in his Office of Admiralty, 2 Hag. 438; the 'Blenden Hall,' 1 Dods. 414; The Dickenson, Hay and Mar. 1, 48.

[2] Hale, De Jure Maris, Hargr. Law Tr. 41. Cf. 1 Inst. 168: 'But if the treasure be found in the seas the finder shall have it to this day.' See also 1 Blacks. Com. 295; cf. Chitty, Prerogative, 153.

[3] See *infra*, p. 188, and *supra*, p. xxxv.

[4] Kemble Cod. Dipl. No. 843; Earle Land Charters, 343 (ex. relat. Prof. Maitland).

[5] Bracton, lib. 1, c. 17, Selden Soc. ed. vol. 8, p. 91; Hale, De Jure Maris, Hargr. Law Tr. 40. Bl. Com. I. 290; Leges Angl. Sax.; Spelm. (Wilkins), 305

[6] Bracton's Notebook, by Prof. Maitland, Case 1271.

[7] Graspoy, *i.e.* crassus piscis. Britton, pp. 18, 68, ed. Nichols; Bracton, De Coronâ, lib. 3, fo. 120.

fishes, were royal perquisites. Richard I.[1] conceded that if the owner perished, his children, or in default of children his brother or sister, should have the goods. The next recorded enactment[2] as to wreck is by Henry III. in 1236. It is to the effect that if any man or beast escaped the owner of wrecked goods should have his property, provided he claimed within three months. We find similar law in the Norman custumals. Wreck which remained unclaimed for a year and a day fell to the lord of the fee, but valuable articles, such as gold, silver, war-horses, hawks, hounds, and clothes that had not been worn belonged to the Duke.[3] Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril.[4] In 1102[5] a ship came ashore near Dungeness with treasure belonging to the King on board. The wreck was seized by the Abbot of Battle, who refused to give it up to the King's collector. The case came before the King, who 'morem servari patrium volens ecclesiamque suam offendere cavens' ordered that the whole should belong to the Abbot. The 'mos patrius' (? 'mos patriæ') is explained in a case[6] of the same period to be that if a ship comes ashore and the mariners fail to repair her within the time allowed—'infra statutum terminum et tempus'—the ship and goods are wreck, and belong to the lord of the soil. In 1167 a man was fined for seizing wreck without a warrant from the justiciar,[7] and throughout the reign of Henry II. the sheriff had to account to the Crown for wrecks in his bailiwick.[8] In 1269 a treaty with Norway provides that, in case of shipwreck in England or Norway, the owners shall not be deprived of their goods.[9] In 1276 was passed the Statute of Westminster, 3 Edward I., c. 4, which contains an enactment as to wreck similar in terms to the ordinance of Henry III., but extends the period for claiming the property to a year and a day; and the so-called statute *De officio Coronatoris* (1277) provides that, 'concerning wreck of the sea, wheresoever it be found, if any lay hands upon it he shall be attached by sufficient pledges,

[1] The charter of Ric. I. is set out on an inspeximus by Edw. III., Rot. Vasc. 43 Ed. III. m. 8; see also Hoveden, Rolls Ser., vol. 3, p. 68.

[2] Blackstone (I. 290) was misled by Rymer into attributing this ordinance to Henry II. The contemporaneous record is Chart. Roll. 20 Hen. III. m. 4; the text of Fœd., i. 227, is from a later copy. Wrecked goods were restored to their owner in 1227. See Cl. 11 Henry III. m. 7; Rec. Ed. II., 192 b; Pat. 42 Hen. III. m. 1 d.

[3] Très ancien cutoumier, ed. Tardif, 61; Ancienne cutume, ed. de Gruchy, 48. (Ex. relat. Prof. Maitland.)

[4] Fines for seizing wreck, note 8, *infra* Registr. Palatin. Dunel., Rolls Ser. vol. iii. pp. 46, 60.

[5] Angl. Christ. Soc. Chron. Monast. de Bello. 49; Placita Anglo-Norman. 86.

[6] Chron. Monast. de Bello. 65; Plac. Anglo-Norman. 143.

[7] 'Quia saisivit wreccum sine justicia,' Mag. Rot. 14 Hen. II. rot. 9, m. 2, d.

[8] Mag. Rot. 5 Hen. II. rot. 6, m. 2; 12 Hen. II. rot. 1, m. 1; rot. 3, m. 1, d; 14 Hen. II. m. 9 d (twice); 15 Hen. II., rot. 3, m. 2; 17 Hen. II. rot. 1, m. 1, d (all printed by the Pipe Roll Soc.).

[9] Fœd. i. 450.

and the price of the wreck shall be valued and delivered to the towns.' In 1353, by 27 Ed. III., st. 2, it was enacted that goods coming to land 'which may not be said wreck' shall, upon proof of ownership and without suit at common law, be delivered to the merchants 'paying to them that have saved and kept them the sum convenient for their travel.' So stood the law as to wreck until the year 1771. It remained for Lord Mansfield, in that year,[1] to decide that the property in wrecked goods was not diverted out of the owner by the fact that no living thing escaped from the wreck alive.

III. Prohibitions.

Supersedeas, not Prohibition, in earlier cases the usual course.

The File of Prohibitions, referred to above, Vol. I. pp. lxi., lxxxv. (Ad. Ct. Miscellaneous, 69), contains the following writs of prohibition, supersedeas, habeas corpus, and consultation, and other documents belonging to the period comprised in this and the preceding volume. It will be seen that the statement in Vol. I. p. lxxiii. as to the Admiralty not having been seriously interfered with by prohibition prior to the time of Lord Coke, and never in matters of prize or spoil, needs modification. The discovery of the File of Prohibitions, and incidents such as the threatened arrest of the Admiralty judge (*infra*, p. lii), the action of the Privy Council in Combes c. Wyntropp (*infra*, p. 22), In re Gurney (*infra*, p. 113, note 2), and Barker c. Maynard (*infra*, p. xlii), show that the dispute between the common law and Admiralty judges had reached an acute stage some time before the year 1606, when Lord Coke was raised to the bench. It will be seen that the earliest interference with the Admiralty jurisdiction here recorded was by way of supersedeas and certiorari, issuing apparently from Chancery; and that the common law courts were not resorted to for prohibitions, until it was found that applications to the Council and to the Chancellor usually resulted in the Admiralty being left to exercise the jurisdiction which it claimed. It will be seen also that the power of the common law courts to prohibit the Admiralty was denied by the Admiral and his judge; and, in this connection, it may be observed that both patents of Lord Clinton contain a clause purporting to confer upon him a jurisdiction independent of statutes, and also of prohibitions. The words of the first patent are: 'aliquo statuto actu ordinacione provisione prohibicione sive restriccione . . . non obstante.'[2]

Lord Clinton's patent

[1] Hamilton *v.* Davis, 5 Burr 2732.

[2] Pat. 4 Ed. VI., pt. 4, m. 7; cf. Pat. 4 & 5 Ph. & M. pt. 1, m. 2; and Pat. 1 Mar. pt. 5, m. 35 (Howard's patent).

The File Prohibitions.

The following are the prohibitions contained in the 'File of Prohibitions,' together with some others which issued during the sixteenth century.

A.D. 1531. Barker c. Maynard.

Barker c. Maynard. For proceedings in this case see Libels, File 1, Nos. 31, 32, 33, 34, 40, 41-42, and 42. File of Prohibitions, Nos. 83 to 69, and No. 43. Gilbert chartered his ship, the Cheritie, to Maynard for a fishing voyage, and advanced to Maynard £20, and salt for curing the fish to the value of 20 nobles. The Cheritie sailed and returned to Dartmouth with her catch of 7500 hakes, Barker being her master. On her return, Gilbert arrested the hake, under process out of the Mayor's court of Dartmouth, for the money advanced by him to Maynard. In this action Gilbert obtained judgment (see File of Prohibitions, No. 83), and a fieri facias issued for the amount of his debt. Thereupon Barker, his wages and the wages of the seamen being unpaid, articled Gilbert and Anthony, the mayor of Dartmouth, in the Admiral's court for contempt of the Admiral's jurisdiction, and the hake were arrested by process of the Admiralty (*ibid.* No. 82). Gilbert appeared by Cowycke, his proctor, under protest, and upon his allegation that the Dartmouth court had given judgment in his favour, and that the hake had been seized under a fi. fa., the Admiralty Court appears to have stayed proceedings. A writ from Chancery thereupon issued to the Admiralty judge, ordering him to proceed in the cause. Gilbert then obtained from Chancery a writ of supersedeas (*ibid.* No. 75) to the Admiralty; which, however, was shortly afterwards withdrawn, and liberty given to the Admiralty to proceed (*ibid.* No. 74). Gilbert then applied to the common law courts and obtained a prohibition (*ibid.* No. 80) to the Admiralty. A consultation (*ibid.* No. 79) was, however, soon afterwards awarded upon the ground that the suit of Barker c. Maynard was 'de et super quodam contractu sive re facta super mare,' and properly belonged to the Admiralty, and that the prohibition had issued wrongly upon a false suggestion; and the suit proceeded in the Admiralty. Gilbert entered an appearance in Admiralty by Cowycke, his proctor; but upon being cited to appear in person, both he and Cowycke made default, and were fined for contempt (*ibid.* Nos. 69, 70, 72). In their absence, a first decree was made, giving Barker possession of the hake (*ibid.* No. 71). Gilbert appealed to the King in Chancery, and an order was made that argument should be heard upon the question whether the appeal was to be tried according to the civil law or the common law. This appears to have been the main point in the

case, the dispute being whether the master's and mariners' wages, or the advance made to the charterer, should have priority. The decision was that the civil, and not the common, law applied, and the appeal was dismissed, the supersedeas (*ibid.* No. 73) which had issued to the Admiralty pending the appeal being withdrawn (*ibid.* No. 43).

The law merchant; what courts could apply it.

The contention of the Admiralty practitioners in this case seems to have been that, in cases where the civil law—meaning the law merchant or law maritime—applied, the Admiralty had exclusive jurisdiction. This does not seem to have been the case where the cause of action arose within the limits of a local court, or where a special commission issued to justices to try by the law merchant. Thus in 1383 a commission of oyer and terminer issued to two justices of the King's Bench to try a case of freight of wine brought from Gascony to Ipswich, 'secundum legem mercatoriam.'[1] The action had been originally brought in the court of the bailiffs of Ipswich—'in curia nostra de Gipswico;' and the commission issued in consequence of the defendant having fraudulently, and for purposes of delay, obtained a similar commission to one John Bek. Other instances are given in Volume I. of this series where special commissions issued to justices to try maritime cases by the law maritime. But, except by special commission, it seems that the ordinary courts had no jurisdiction. The early case of Pilk *v.* Venore,[2] in which the Bristol court, applying the law of Oleron, held that the shipmaster is liable for loss of cargo by the theft of the crew, was removed into Chancery by certiorari, upon the ground, as Prynne suggests, that the trespass was committed at sea. And from the case of Copyn c. Snoke, mentioned below, p. lix, it would appear that at the end of the fourteenth century a shipowner was without remedy at common law for breach of a charterparty made abroad. As late as 1539 the common law courts had no jurisdiction in such cases, for in that year a bill to enable them to try contracts made beyond sea was rejected by the House of Lords (see Lords' Journals, vol. i. p. 112). There is a clear decision in 1280 that the common law courts had no jurisdiction at that time to redress a tort committed abroad. During

The common law gave no remedy upon contracts or torts made or committed abroad.

[1] Pat. 11 Ed. I. m. 13, d. A writ of 1291 to the sheriff of Gloucester directs him, in a case of robbery of merchants ashore, to levy on the goods of the hundred to the amount of the loss, which is to be proved secundum legem mercatoriam; Archæologia, vol. 40, p. 93. In the case of 'breaking bulk,' Y. B. Ent. 13 Ed. IV., f. 9, pl. 5, the chancellor said that it should be tried before the council by 'le ley de nature.'

[2] A.D. 1349. Prynne, Animadv. 117. Cf. Hale's Admiralty Jurisdiction, Hargr. 93. 'I mention this case only as evidence that, pursuant to the Carta Mercatoria, 13 Ed. I., they did in the courts of cities determine maritime causes, which otherwise they could not have done, the matter arising out of the extent of the city and the jurisdiction of the ordinary courts.'

the disturbances in Florence, arising out of the contests between the factions of the Guelphs and Ghibellines, one Hugh Mape in Florence suffered losses for which he recovered judgment in England against members of the Bardi and Frescobaldi societies, and other Florentines. Judgment was reversed in error for the following amongst other reasons:—'Eo quod non est consuetudo Anglie quod aliquis respondeat in regno Anglie de aliqua transgressione facta in extranea regione tempore guerre vel alio.'[1]

To return to the File of Prohibitions. The next case is—

A.D. 1532. Kydman c. Reynold.

Kydman c. Reynold, the 'Trinite' File of Prohibitions, No. 45. Certiorari to Chancery: 'Quia quibusdam certis arduis de causis certiorari volumus.' Cf. Alee c. Atwod, *ibid.* No. 36.

A.D. 1533. Sabyn c. Asee.

Sabyn c. Asee, File of Prohibitions, No. 44, writ withdrawing the supersedeas issued pending Asee's appeal, the appeal having been deserted. See Libels File 1, No. 36.

A.D. 1535. Dolphyn c. Hore.

Dolphyn c. Hore, *ibid.* No. 42, writ addressed to William Dolphyn . . . 'quibusdam certis de causis coram nobis in Cancellaria nostra propositis tibi sub pena quingentarum librarum de terris et catallis tuis ad opus nostrum levandis firmiter injungendo precipimus quod tu sive aliquis alius tuo nomine procuracione seu mandato quocunque aliquam accionem sive processum alicujus accionis de debito ducentarum librarum aut juratum vel judicium inde versus Ricardum Hore in curia nostra Admirallitatis coram Admirallo nostro Anglie aut deputato suo seu deputatis suis ibidem ulterius minime prosequaris neque prosequi vel attemptari faciatis quovis modo donec licenciam a nobis vel a curia Cancellarie nostre predicte habueris in hac parte Et nihilominus tu ipse sis coram nobis in dicta Cancellaria nostra in octavis sancti Hillarii proximo futuri ubicunque tunc fuerit ad faciendum et recipiendum quod de te tunc ibidem contigerit ordinari . . .'

Ibid. No. 41 is a similar writ addressed to the attorney and counsel of Dolphyn.

Ibid. No. 40 is a writ of supersedeas in the same case, reciting the statutes of Ric. II. and Hen. IV., and dated five days after the last writ.

The Trinitie.

The Trinitie; File of Prohibitions, No. 49; Certiorari to Chancery, *ibid.* No. 39, withdrawal of the supersedeas.

Bremer c. Porter.

Bremer c. Porter, *ibid.* No. 48, withdrawal of supersedeas (see Vol. I. p. 59). After reciting the supersedeas the writ proceeds: . . . Quibusdam tamen certis de causis nos jam moventibus ac pro eo quod placita et querele versus dictum Walterum in curia nostra Admi-

[1] Cor. Reg. Mich. 9 and 10, Ed. I., rot. 53. Instead of the familiar county venue, this roll has in the margin 'Florenc.' As to piracy, see 40 Ass. pl. 25; Co. Sit. 391, a.

rallitatis nostre predicte pendentia pro diversis contractibus super alto mare factis et non alibi placita existunt prout ex parte dicti Petri nobis est monstratum vobis mandamus quod si ita est tunc in placitis et querelis predictis cum ea celeritate qua de jure et secundum legem et consuetudinem curie Admirallitatis predicte poteritis procedatis Teste me ipso.

A.D. 1536. Joye c. Johnson.

Joye and Norman c. Johnson; No. 38, Prohibition, teste Fitzjames, C.J., after reciting 15 Ric. II., c. 3, and that Joye and Norman were suing Elizabeth Johnson, executrix of John Johnson, in Admiralty, for a debt of her testator's, and upon a bond for securing the same, alleged to have been executed 'in rivo Thamisie infra jurisdiccionem marittimam dicti Admiralli,' but in fact made in the body of the county of London. The prohibition is in the form of No. 46, *infra*.

Ibid. No. 37 is another prohibition in the same case, dated three days later, and concluding with a penalty of £40, in case of disobedience. These writs are both addressed to the Admiral and his deputy.

Davy c. Turnour, *ibid.* No. 34, withdrawal of the supersedeas previously issued, similar to No. 35, *supra*.

A.D. 1537. Davy c. Turnour Sutton c. Petyte.

Sutton c. Petyte, File of Prohibitions, No. 35; withdrawal of supersedeas (see Vol. I. pp. lxxv, 48) upon the following ground: . . . quod contractus et convenciones predicti inter ipsum Lodowicum et prefatos Johannem Andream et Danielem habiti et confecti infra jurisdiccionem curie Admirallitatis facti et contracti . . . and that the statutes of Ric. II. had not been violated.

Joy c. Howe.

Joy and Norman c. Howe, File of Prohibitions, No. 53, writ of prohibition, tested by Fitzjames, C.J., alleging that the contract of hypothecation of the 'Mary Martyn' was made in London, and reciting 15 Richard II. c. 3. *Ibid.* No. 52 is a note of the service of the writ upon the judge of the Admiralty.

A.D. 1538. *In re* John Andrewes.

In re John Andrewes; File of Prohibitions, No. 32, writ of habeas corpus (teste R. Lister) from the Court of Exchequer. There is an endorsement to the effect that Andrewes appeared before the Admiral ten days after the date of the writ . . . et de mandato retrodicti Ricardi Pollard domini sui ut asseruit renunciavit brevi et submisit se examini ipsius domini magni Admiralli.

Godmanston c. Barnard.

Godmanston c. Barnard, the 'Thomas,' File of Prohibitions, No. 31, supersedeas, reciting the statutes of Ric. II., and stating that the suit was upon a contract made in London.

A.D. 1539. Hycklet c. Grigill

Hycklet c. Grigill, File of Prohibitions, No. 33. In this case the process of the Admiralty appears to have been resorted to by the

ecclesiastical court. The writ, endorsed 'breve de excommunicato capiendo,' addressed to the Admiral and his deputy, is as follows:

. . . significaverunt nobis humillimi et devotissimi oratores ac subditi Johannes Olyver et Edwardus Carne legum doctores et judices delegati in causa appellacionis que coram nobis ex delegacione nostra regia inter Ricardum Hycklet laicum de Berkyng in comitatu Essexie partem appellantem ex una et Johannem Grigill clericum ex altera per litteras suas patentes quod predictus Ricardus Hycklet propter suam manifestam contumaciam pariter et offensam in non parendo certis monicionibus sibi per nos auctoritate nostra regia tanquam supremi capitis antedicti ordinaria excommunicatus est nec se vult per censuram ecclesiasticam justiciari Quia vero potestas regia sacrosante ecclesie in querelis suis deesse non debet vobis mandamus quod ipsum Ricardum per corpus suum secundum legem et consuetudinem regni nostri Anglie justicies donec sancte ecclesie tam de contemptu quam de injuria ei illata ab eo fuerit satisfactum Teste me ipso apud Westmonasterium xxviij die Januarii anno regni nostri tricesimo.

There is an endorsement by the Registrar of the receipt of the writ. The case has not been found in the File of Libels.

A.D. 1540. Lestraunge *c.* Rychemonde

Lestraunge v. Rychemonde, File of Prohibitions, No. 54, writ of supersedeas to the Admiral and his deputy, reciting both statutes of Ric. II., the contract having been made at Yarmouth. See Libels File 8, No. 62.

The Leonard

The 'Leonard,' File of Prohibitions, No. 30, order from the Council to Berber and Howett, sureties for James, a Spanish merchant, to restore the 'Leonard,' or her value, according to the bond entered into by them in the Admiralty, the decision of the Council being that she was wrongly arrested. Penalty £500 in case of disobedience.

In re Myddleton.

In re Myddleton; File of Prohibitions, No. 55, (copy) writ of supersedeas to the Bishop of Llandaff and the Council of the North, directing them to stay proceedings in a suit against Myddleton which belongs to the Admiralty. Endorsed is a copy of a similar writ to the Sheriffs of York in a suit against John Bate (?).

A.D. 1542. Dolphyn. *c.* Shutford

Dolphin c. Shutford; File of Prohibitions, No. 68. Writ of habeas corpus, tested by Montagu, C.J., addressed to Sir John Russell, the Lord High Admiral, ordering him to bring up Shutford 'ad prosequendum quandam billam suam versus Willelmum Dolphyn de placito transgressionis super casum ut ulterius in hac parte procedere valeamus.' In 1540 Dolphyn had sued Shutford in Admiralty for trespass to the 'William' at Falmouth. Pro-

hibitions and a habeas corpus issued (*Ibid.* Nos. 56, 57, 58); but the suit proceeded and sentence seems to have been given against Shutford. In 1542 Shutford seems to have sued Dolphyn upon 2 Hen. IV. c. 11, for wrongfully suing him in Admiralty, and to have obtained a second habeas corpus. To this writ Russell answers (*Ibid.* No. 61) as follows:

. . . 'Certificemus quod tam ex legibus libertatibus consuetudinibus et prerogativis officio vestro Admirallitatis vestre Anglie de jure et prerogativa vestris regiis spectantibus quam eciam ex consuetudinibus hujus vestri regni Anglie ab antiquo ac a tempore et per tempus cujus contrarii memoria hominum non existit inviolabiliter observatis et usitatis magnus Admirallus vester Anglie Wallie Hibernie ville et marchiarum Caleti Normanie Gasconie et Aquitanie pro tempore existens non debet nec solet neque consuevit esse intendens alicui precepto sive brevi vestro de habeas corpus ab aliqua curia vestra apud Westmonasterium aut alibi infra regnum vestrum predictum quovismodo emanato quia quilibet actor sive reus coram magno Admirallo vestro pro tempore existentii gravatus arrestatus vel aliquo modo detentus existens per leges libertates consuetudines et prerogativas predictas possit de tempore in tempus ac de jure et ceteris premissis ad vestram regiam majestatem in curia Cancellaria vestra et non alibi appellare ubi per appellacionem hujusmodi cuicunque appellanti sufficiens remedium juxta juris exigenciam in ea parte usitatam provisum existit' . . . adding that he cannot execute the writ of habeas corpus without transgressing the law and prejudicing the King's prerogative and the Admiral's jurisdiction. The answer of Dr. Husse, the judge of the Admiralty, follows and is to the same effect (*ibid.* Nos. 60, 61); giving further reasons for not executing the writ. There is a certificate (*ibid.* No. 60) of the above return to the writ having been made in the King's Bench, and a note that the same day the justices were summoned before the Council.

Ibid. No. 59 is a similar writ of habeas corpus, with a supersedeas from the Court of Exchequer, in the matter of Thomas Pyke. Pyke is to be brought up . . . 'ad respondendum nobis de centum et quinquaginta libris quas nobis debit (*sic*) prout per inspectionem Rotulorum de Scaccario nostro nobis constat.' The writ is tested by Broke, C.B., and is dated December 5, 1553. A return similar to that in Shetford's case was made to the Court of Exchequer by Dr. Cooke, the judge of the Admiralty. A.D. 1553. *In re* Pyke.

Gylle c. Emerson, File of Prohibitions, No. 29. Writ of supersedeas (teste me ipso), reciting the statutes of Ric. II. and 2 Henry IV. A.D. 1543. Gylle c. Emerson.

c. 11, and that the contract in question was made in the county of Kent, and ordering proceedings in the Admiralty to be stayed.

Gylbert c. Lynsey.

Gylbert c. Lynsey, File of Prohibitions, No. 67. Writ of supersedeas, reciting 15 Ric. II. c. 11, and ordering a stay of proceedings in the Admiralty. The suit was for detinue of a boat found in the Thames; the sentence is set out Vol. I. p. 132.

A.D. 1544. Warner c. Wheler.

Warner c. Wheler. File of Prohibitions, No. 50. Writ of Prohibition issued from Chancery, reciting that Warner sold oil to Wheler in London, and that Wheler paid for it, and proceeding as follows:

. . . Et licet cognicio contractus empcionis et vendicionis et non solucionis prout implacitacio cause et causarun hujusmodi infra corpus comitatuum factarum ad nos coronam et dignitatem nostram spectat et pertinet et coram nobis fieri debeat prefatus tamen Robertus Warner callide machinans cognicionem cause illius tanquam civilem et maritimam ad vos spectare et pertinere ipsum Henricum occasione debiti illius seu saltem parcelle ejusdem ut pretendit et asserit non soluti per arrestacionem bonorum et catallorum ejusdem Henrici super aquas Thamisie existentium coram vobis utpote in causa civili et maritima pretensa traxit in litem vosque de et in eadem causa sicuti ex querela sua accepimus cognovistis licet minus juste et quia non est consonum racioni quod quis pro aliquibus contractibus empti et venditi seu debitis que coram nobis placitari debeant et in curia nostra rite prosequi possint coram vobis in curia Admirallitatis nostre implacitetur Vobis prohibemus . . . (*in common form*).

On January 17, 1545, this prohibition was withdrawn by a writ of supersedeas (File of Prohibitions, No. 47), issued upon the following ground:

. . . 'Nunc tamen quisbusdam certis de causis coram nobis in Cancellaria nostra propositis vobis mandamus quod super placito predicto inter prefatum Robertum et dictum Henricum de prefatis quinque doleis olei [cum ea celeritate][1] qua de jure et secundum legem et consuetudinem curie Admirallitatis nostre predicte potitis procedatis dicto brevi nostro in contrarium inde directo non obstante Teste me ipso . . .'

A few days afterwards, on January 20, 1545, a prohibition issued from the King's Bench (see Cor. Reg. Hil. 36, Hen. VIII., r. 127) founded on 15 Ric. II. c. 3; and the next day Wheler brought his action in the King's Bench against Warner upon 2 Hen. IV. c. 11, for wrongfully suing him in Admiralty; see Vol. I. Introd. p. lxxvii.

[1] These words have fallen out.

Lewes (or Carre) c. Toly. File of Prohibitions, No. 46. Prohibition; tested by Montagu, J., recites both statutes of Ric. II., and states that Lewes in breach of these statutes and of 'diversa statuta contra sustentatores et manutentatores querelarum in patria vel alibi nuper edita . . . sub nomine cujusdam Humfredi Carre de Dansyke' has arrested by Admiralty process Toly and his goods, for breach of an alleged contract made between Carre and Perpoynt at Dantzic, and proceeds:—'Vobis igitur prohibemus et precipimus ne ipsum Henricum Toly pro aliquibus contractibus premissa aliqualiter tangentibus nec aliquibus aliis placitis seu querelis per terram sive per aquam infra corpus alicujus comitatus regni nostri Anglie factis sive emergentibus contra formam statuti predicti molestetis in aliquo seu gravetis'[1] . . . See Vol. I. Introd. p. lxxvii. Lewes (or Carre) c. Toley.

Bell c. Crane, File of Prohibitions, No. 65. Writ of prohibition, tested by Lyster C.J., reciting 13 Ric. II. c. 5. *Ibid.* No. 64 is a writ of consultation, also tested by Lyster, C.J., giving the Admiralty liberty to proceed, the prohibition having issued upon a false suggestion that the contract was made at Dartmouth—'et quia cognicionem jurisdiccionemque Admirallitatis in causis marittimis per hujusmodi callidas asserciones impedire nolumus.' See Vol. I. pp. lxxviii, 129. A.D. 1546. Bell c. Crane.

In re Southwell, Brand c. Cowper; File of Prohibitions, No. 63. Writ of prohibition, tested by Lyster, J. Brand arrested the 'Hare' for a debt due to him from Cowper. Cowper had previously sold the 'Hare' to Southwell, but had not delivered her. Southwell intervened in the suit, claiming that by the law of England the 'Hare' was his property; but the judge of the Admiralty rejected his claim upon the ground that by the civil law the property in the 'Hare' had not passed to Southwell, there having been no delivery. *Ibid.* No. 62 is a similar prohibition in Goodwin c. Cowper upon similar grounds, namely, that the Admiralty was proceeding 'contra legem et consuetudinem regni nostri Anglie.' The following is the passage in the prohibition that refers to this point: A.D. 1549. *In re* Southwell, Brand c. Cowper.

. . . 'Et quanquam post arrestacionem et attachiamentum predicta scilicet quinto die Novembris anno regni nostri tercio supradicto ad dictam curiam Admirallitatis adtunc tentam apud Southwerk predictam in dicto comitatu Surreie coram vobis dictus Johannes Suthwell per Johannem Lewes sufficientem procuratorem suum in hac parte comperuit et allegavit quod arrestacio et attachiamentum predicta de predicta navi et suis pertinentibus pro debito dicti Thome

[1] Dated 12 Feb. 30 H. 8, 1539. but exhibitum March 3, 1544.

Cowper ut de et super bonis ejusdem Thome secundum legem Anglie fieri non debuit pro eo quod per barganiam et vendicionem predicta proprietas ejusdem navis et omnium pertinentium sive eidem navi spectantium fuit immediate post barganiam et vendicionem illa in dicto Johanne Suthwell et non in dicto Thoma Cowper Vos tamen suggerendo et supponendo quod juxta legem civilem arrestacio et attachiamentum predicta sunt valide et legittime pro eo ut assertis juxta legem civilem quod proprietas navis illius et ejus pertinentium tempore arrestacionis et attachiamenti predictorum non fuit in dicto Johanne sed in dicto Thoma Cowper eo quod predicta navis cum suis pertinentibus post barganiam et vendicionem predicta non fuit per dictum Thomam Cowper prefato Johanni Suthwell tradita et deliberata. . . .'

A.D. 1556. Brian c. Brown.

Brian v. Brown [1] was a suit in Admiralty 'super quadam billa obligatoria.' A prohibition issued, founded upon 15 Rich. II. c. 3, stating that in Admiralty it was falsely suggested that the bond was made 'infra jurisdictionem marittimam,' whereas it was made in fact in the body of the county of Lincoln.

A.D. 1557. Masheroder c. Wynn.

Masheroder c. Wynn,[2] cited by Coke nom. Masherode c. Wynn, is not amongst the Admiralty court records. It was a suit for non-delivery of barley sold by Masheroder to Wynn. A prohibition was issued by Croke, J., upon the ground that the contract was made within the county of York, at Beaghall (Bykhall), and that the suit was contrary to 15 Ric. II. c. 3.

Inne c. Garland

Inne c. Garland,[3] also cited by Coke, was a suit for an account of the proceeds of cloths received by Inne from Garland for sale. Croke, J., granted a prohibition upon the same grounds as in the last case, the goods having been received at Lyme Regis in Dorsetshire. The prohibition is not amongst the Admiralty records.

A.D. 1559. Colclough c. Hound.

Colclough c. Hound, *infra*, p. 108, was a suit to recover money owing upon a contract alleged to have been made in partibus ultramarinis. The writ of supersedeas recites the statute 13 Rich. II. s. 1, c. 5, and also 2 Hen. IV. c. 11, and states that the contract was made at Calais—'infra corpus comitatus Calisie.'

A.D. 1561. *In re* Nicholas.

In re Nicholas. File of Prohibitions, No. 51. Writ of prohibition, tested by Catlyn, C.J., reciting both statutes of Rich. II. Nicholas had been arrested by process of the Admiralty under 28 Hen. VIII. c. 15 for piracy. He is charged in the Articles which

[1] Com. Roll Trin. 3 and 4 Ph. and M. rot. 904. Not amongst the Admiralty Records.

[2] Com. Roll, Trin. 3 and 4 Ph. and M. rot. 709. Cited, Fourth Inst. p. 139.

[3] *Ibid.* rot. 811.

were exhibited against him with being accesssory to one Collett who, in the 'Bonaventure,' had spoiled goods in English ships; and it is further charged that, the 'Bonaventure' having been wrecked on the Cornish coast, Nicholas knowingly bought the spoiled goods from Collett. The prohibition states that Nicholas alleged that he had lawfully bought the goods in Devonshire, that they were not spoiled goods, and that he was not accessory to any spoil and proceeds:— . . . Et ulterius idem Nicholaus dicit quod in dicta curia Admirallitatis respondere compellitur in causa predicta secundum jus civile et non secundum communem cursum regni Anglie prout in eodem statuto de anno vicesimo octavo nuper regis Henrici octavi ordinatum existit et quod ipse in eadem curia examinabatur et respondere compellabatur coram Davide Lewes locum tenente seu deputato vestro et non coram commissionariis per aliquam commissionem sub magno sigillo Anglie confectam appunctuatis secundum effectum statuti predicti et hoc idem Nicholaus paratus est verificare Unde nobis supplicavit idem Nicholaus . . . (*prohibition in common form*).

A.D. 1570. Jeromini c. Luporini.

Jeromini and Goodwin c. Luporini: File of Prohibitions, No. 13. Writ of Consultation. The prohibition (teste Catlyn, C.J.) issued upon a false suggestion that the goods in dispute had been bought at Dover by Barnaby, the principal (magister) of Luporini; whereas they had in fact been bought at sea by Luporini of Estmovem, a German pirate, Luporini knowing that they were pirate goods. By the present writ leave is given to the Admiralty to proceed in the cause . . . 'cognicionem que ad curiam nostram Admirallitatis pertinet in hac parte nolentes per hujusmodi falsas et callidas asserciones diucius impedire . . .'

A.D. 1580. Barker c. Hubbarde.

Barker c. Hubbarde. File of Prohibitions, No. 11. Writ of Consultation, teste Wray, C.J. The prohibition had issued upon a false suggestion, that the spoiling of the 'Fower Semen of Ammond' ('Four Sons of Ammon') occurred at Lynn, in Norfolk, whereas it was in fact at sea. Leave is given to proceed in Admiralty . . . 'quia nolumus cognicionem que ad vos et curie nostre Admirallitatis pertinet ad aliud examen trahere vobis significamus quod in causa predicta quatenus de transgressione super altum mare ac infra jurisdiccionem maritimam et non de re infra corpus comitatus contingente coram vobis dumtaxat agatur licite procedere poteritis et ea facere que ad vos vestramque jurisdiccionem marittimam noveritis pertinere . . .'

c. Sympson.

c. Sympson. File of Prohibitions, No. 19. Christopher . . . sued Thomas Sympson before Doddesworth, judge of the Admiralty in the north, for that Christopher . . . and Sympson

in 1586, made a contract that Sympson was to take on board the 'George,' in the Humber, sixty quarters of grain, to be carried for a freight of 10*d.* per quarter on sixty quarters [1] to York, and there delivered to Christopher. Judgment was given for Christopher, and Sympson appealed to the High Court of Admiralty. Subsequently Sympson got a prohibition to the Admiralty, upon the ground that the contract was made at Beverley, in the county of York, and was not to the effect set out in Christopher's libel before Doddesworth. Upon proof that the suggestion upon which the prohibition had been obtained was false, Wray, C.J., grants a consultation, and liberty is given to the Admiralty to proceed.

A.D. 1580. Paulston c. Walton.

Paulston c. Walton. File of Prohibitions, No. 12. Writ of consultation, teste Wray, C.J. The prohibition had issued upon a false suggestion that the defendant had bought the goods in dispute, in good faith, in the county of Norfolk, whereas in fact he had knowingly bought them at sea of pirates. The writ is similar to No. 11. The prohibition, after being withdrawn, re-issued, and an attachment issued against Dr. Cæsar for not having issued a supersedeas as required by the Queen's Bench.[2]

A.D. 1571–1599. *In re* Landye.

In re Landye. File of Prohibitions, No. 17. Writ of Consultation. Halfe, at Plymouth, sold fifty dickers of hides to Holman. Landye arrested them by Admiralty process, alleging conversion and detinue by Holman. Holman got a prohibition (*ibid.* No. 18), suggesting that he had bought them at Plymouth, in the body of a county and not upon the sea as alleged by Landye, and that the Admiralty judge refused to admit his plea to that effect. Shortly afterwards a consultation (*ibid.* No. 17) was awarded by the Queen's Bench (teste Popham, C.J., and dated May 26, 1598). *Ibid.* No. 16 is the sentence in Landye c. Holman, a suit in Admiralty by Landye, owner of cargo in the 'Mary Adventure,' against Holman charging him with being privy to the spoil of the 'Mary Adventure.' The sentence condemns Holman to restore the goods or their value.

Landye c. Prideaux.

Ibid. No. 15 is a writ of consultation in Landye *c.* Prideaux, tested by Popham, J., and dated February 12, 1595, withdrawing a prohibition issued in the same suit in respect of soap sold to Prideaux by Sydenham, master of the 'Black Boat' (as suggested) at Padstowe. The consultation issues upon the following ground: '. . . quia tamen justiciariis nostris apud Westmonasterium per debitam examinacionem in hac parte factam satis constat quod predicta curia nostra Admiral-

[1] Certain, and 10*d.* per quarter for all beyond the 60 quarters.

[2] See Lansd. MSS. 142, fo. 457.

litatis in hujusmodi placitis dummodo res sic habeant aliqualiter in eisdem impediri aut retardari non debeat . . .' *Ibid.* No. 8 is a writ of consultation in Landye *c.* Prideaux, tested by Popham, J., and dated June 26, 1599, in respect of 56 dickers of hides sold by Sydenham to Prideaux, as suggested, at Padstowe. This writ concludes as follows: '. . . Ideo vobis mandamus quod predictus Patricius [Landye] in causa predicta quoad omnes hujusmodi res et contractus predictos factos super altum mare vel super ea necessaria dependentia ita quod vos vel predictus Patricius de aliquibus rebus vel contractibus infra corpus alicujus comitatus regni nostri Anglie factis nullatenus se intromittatis vel intromittat . . .' *Ibid.* No. 6 is a similar writ of consultation in Landye *c.* Prideaux, tested by Anderson, C.J., and dated June 30, 1596, withdrawing a prohibition that had issued in the same suit, which was in respect of other parts of the cargo (50 dickers of hides) of the same ship also sold by Sydenham to Prideaux.

A.D. 1592. Humfrey *c.* the 'Orphant.'

Humfrey *c.* the 'Orphant,' Matthewson, owner, intervening; File of Prohibitions, No. 14. Humfrey supplied biscuits to the 'Orphant,' which was fitting out in the Thames. He arrested the 'Orphant' for the price of the biscuits, alleging the contract to have been made 'apud quoddam ambulatorium Anglice a gallerie direct' super rivum Thamisie.' The writ is either a prohibition or a consultation, but it is so mutilated that the present writer cannot say which it is.

Bruce *c.* Wilcockes.

Bence *c.* Wilcockes[1] was a suit before Dr. Talbott, judge of Sir Robert Southwell, Vice-Admiral of Suffolk, for wages earned by a seaman on board the 'Olivant' in a fishing voyage from Aldeburgh, in Suffolk, to Iceland and back. A prohibition, founded upon the statutes of Rich. II., issued, stating that the suit was 'de contractu predicto infra corpus dicti comitatus Suffolcie facto et emergente.'

A.D. 1595. Morecombe *c.* Somers.

A prohibition in Morecombe *c.* Somers is mentioned[2] as of the year 1595. Somers appears to have been sued in Admiralty for having kept possession of prize goods awarded to Morecombe by the Admiral, as arbitrator.

In re Butler, Burroughe *c.* Butler.

In re Butler, Burroughe *c.* Butler was an action to try a right of way over the sands of the river Wear in Lancashire. The prohibition, *infra*, p. 177, which recites 15 Rich. II. c. 3, was granted by Anderson, C.J. The libel is in the same File, No. 235.

A.D. 1597. *In re* Bucknam.

In re Bucknam, cited by Coke, is to be found in the Common

[1] Com. Roll, Hil. 35 Eliz. rot. 134; not amongst the Admiralty Records.

[2] Petyt MSS. 518, Inner Temple, fo. 94, b; Com. Roll, Hil. 38 Eliz. rot. 718 is a wrong reference. Proceedings in the suit are in Libels, File 60, Nos. 58, 106, 114; File 59, No. 163. The prohibition is probably that mentioned Leon. pt. 2, 182; Dyer, 159, b.

Roll, Mich., 39 & 40 Elizabeth, rot. 3158. It does not recite either of the statutes of Rich. II., and is granted upon the ground that—'omnia et singula placita de quibuscunque debitis et contractibus ac securitates proinde facte et eorum validitates tangentia et concernentia'—'all pleas of debt and contract and securities made thereon touching and concerning the validity of the same'—belong of right to the common law courts.

In re Shirt and Lloyd.

In 1596–7 Shirt and Lloyd obtained a prohibition [1] against proceedings in the Admiralty upon a recognisance entered into by them for Shirt's appearance to answer articles touching certain matters which were objected against him 'in regie majestatis et domini magni Admiralli nomine' by Dr. Trevor, judge of the Vice-Admiral of North Wales. Sentence had been given in the High Court by Dr. Cæsar declaring the bond forfeited, and a warrant to levy 200*l.*, the penalty of the bond, had issued, and also a warrant to arrest Shirt. The prohibition recites the statutes of Rich. II., and states that the bond was made at Beaumaris—'Bellomarisc' predictam infra corpus comitatus Anglie et non super alto mare nec infra jurisdictionem Admirallitatis Anglie;' that Shirt had in fact appeared in Admiralty, and that no libel specifying the charges against him had been delivered.

Bromley *c.* Foxgrave.

Bromley *c.* Foxgrave. File of Prohibitions, No. 10; Writ of Consultation. The 'St. Andrew' was sent on a voyage to Lisbon. There she was arrested and sold in an Admiralty suit. Bromley, alleging that half of the 'St. Andrew' belonged to him, sued Foxgrave, her master, for half her value. A prohibition issued to the Admiralty, but upon proof that the matter was 'de re et actu facto super altum mare et non infra corpus comitatus civitatis Londoniensis,' as alleged by Foxgrave, a consultation was awarded, teste Anderson, C.J.

Poynter *c.* Gore.

In the same year, 1597, Poynter [2] and others obtained three prohibitions against Gore, Jaques Falloyse, and Egidius Howland, upon the ground that the debts for which those three plaintiffs were suing in Admiralty were all incurred in London 'in parochia de Belingsgate.'

A.D. 1598. Foxe *c.* Ashton.

Foxe *c.* Ashton; See Libels, File 66, No. 139, sentence; Libels File 65, No. 123, Libel. File of Prohibitions, No. 7. Writ of consultation. Foxe arrested the 'Sparke,' alias the 'Michell,' for goods supplied to her on the order of Ascoghe, her owner, and used by her at sea. Ashton intervened in the suit, and afterwards obtained a prohibition from Popham, C.J., upon the suggestion that the statutes of Rich. II. had been violated, the ship being his by purchase within

[1] Com. Roll, East. 39 Eliz. rot. 110.

[2] Com. Roll, Tr. 39 Eliz. rot. 1927.

the body of a county from Ascoghe. Ashton was ordered to declare in prohibition, and at the trial failed to appear. The jury found a verdict for Foxe, and a consultation was awarded by Popham, C.J., liberty being given to the Admiralty to proceed. *Ibid.* No. 23 is a similar writ of consultation of the same date, giving the Admiralty leave to proceed in Buckhurste *c.* Ashton, a suit against the same ship for goods supplied to her by Buckhurste; see Libels, File 65, No. 121.

Buckhurste *c.* Ashton.

Monyes *c.* Thomason. File of Prohibitions, No. 28. Writ of consultation. Monyers, a Frenchman, the owner of goods captured in the 'Flying Hart,' by the 'Fortune,' of which Thomason was the owner or setter out, and Edwards the master, libelled Thomason and Edwards in Admiralty, alleging that the goods were his, and that the 'Fortune' had seized them without having letters of reprisal. Upon a suggestion that the statutes 13 Rich. II. c. 5, 15 Rich. II. c. 3, and 2 Hen. IV. c. 11, had been infringed, and that he, Thomason, was no party to the spoil, and further that the goods were in fact Spanish enemies' goods, and that the judge of the Admiralty had refused to admit a plea to this effect, Thomason obtained a prohibition to the Admiralty. Anderson, C.J., however, awarded a consultation—'quia justiciariis nostris apud Westmonasterium per debitam examinacionem premissorum satis constat quod causa predicta ad predictam curiam Admirallitatis pertinet'—and gave leave to the Admiralty to proceed.

A.D. 1599. Monyers *c.* Thomason.

Cornelison *c.* Gilbert, The 'St. Mary.' File of Prohibitions, No. 26; Com. Roll, Hil. 43 Eliz. rot. 1801. Writ of consultation addressed to Sir Julius Cæsar and twenty-three others, commissioners to hear cases of spoiling of friends' ships by Englishmen, upon the application of Sir John Gilbert, Richard Drake, and others. The writ recites that a prohibition had issued to the commissioners at the instance of Gilbert and his companions upon the ground that the interpretation of statutes belongs to the 'temporal' courts; and that pleas touching the property in goods, and the breaking of statutes, belong to the King and his crown, and ought to be tried by the common law, and not before commissioners; it recites also 20 Hen. VI. c. 1, which provides that letters of safe conduct granted to enemies shall be enrolled, and that English captors of ships and goods not provided with letters of safe conduct shall not be arrested or vexed (non dampnificati essent in personis nec bonis suis) in respect of such captures if they undertake to make restitution in case of proof of letters of safe conduct; and states the allegations upon which the prohibition was granted, namely, that Gilbert and his companions

A.D. 1601. Cornelison *c.* Gilbert.

were English subjects; and that a ship called the 'St. Mary,' laden with sugar and other goods, belonged to Spaniards, enemies of the King, who had no letters of safe conduct enrolled as by the law provided; and that on the same 31st December, 1599, Gilbert and his companions, on the high sea, captured the 'St. Mary,' and on the 1st February, 1600, brought her to Dartmouth; and that one Christopher Cornelison, against the law and contrary to the statute of Hen. VI., sued Gilbert and his companions before the commissioners for seizing sugar and other goods on board the 'St. Mary,' alleging in his libel that the 'St. Mary' belonged to merchants of Flushing, allies of the King, and that Cornelison, of Middlesburgh, in Zeeland, was master of her, and that, at the end of 1599 and beginning of 1600, whilst she was lying at Lisbon, he shipped in her the goods in question, to be carried to Venice on his own account; and that, on her voyage there, Gilbert and his companions captured her off Cape St. Vincent, and brought her to Dartmouth, seizing the goods in her, and taking them out of the possession of Cornelison and his crew; falsely alleging that the ship and goods belonged to Spanish enemies who had no letters of safe conduct, duly enrolled, as aforesaid; and that, although Gilbert and his companions pleaded that they were willing to give security for restitution of the goods if they should be found to have been wrongly captured, and to prove that they were good prize, nevertheless the Commissioners refused to admit their plea, and Cornelison was endeavouring to obtain restitution of the goods by the commissioners' sentence; wherefore a prohibition issued to the commissioners, directing them not to entertain the suit of Cornelison. But upon further consideration a consultation is awarded—'dummodo nihil agatur contra formam et effectum statuti predicti coram vobis dignitate nostra legibus statutis et consuetudinibus regni nostri Anglie in ea parte omnino illesis.' The writ is tested by Anderson, C.J., and dated 12th February, 1601.

Nos. 27, 25, and 24 in the same file are similar writs of consultation, all relating to cargo in the 'St. Mary,' captured by Sir John Gilbert, and claimed by Netherlands owners; in respect of which claims prohibitions had issued. All the writs are of the same date, 12th February, 1601, and all are tested by Anderson, C.J.

A.D. 1603. Freeman c. Lydyard.

Freeman c. Lydyard; File of Prohibitions No. 20. Rolfe hired Freeman to build for him at Woolwich a vessel, which he afterwards sold to Lydyard. Freeman arrested her in the Thames by warrant from the Admiralty, in respect of the contract for building her entered into by him with Rolfe, and compelled Lydyard to come and

defend the ship in the Admiralty Court, and to pay the purchase money owing by Rolfe to Freeman. Lydyard obtained a prohibition to the Admiralty, but a consultation is granted. In 1602 a proclamation issued that spoil cases should not be stopped by prohibition.[1]

In Sir Julius Cæsar's papers[2] mention is made of prohibitions having issued in the following cases, which the present writer has been unable to trace :—Jackson c. Watson (where a consultation was awarded) ; Offield c. Turner ; Vincent c. Cotton (enforcing a surety's bond) ; and Gwynne c. Constantine, a suit upon a charter-party, mentioned also by Lord Coke as of 28 Eliz. and in Godbolt, p. 386. Mention of other prohibitions will be found in Dyer, 159, b ; and in Coke's Fourth Institute, tit. Admiralty, pp. 137, *seq.* In Ad. Ct. Miscell. 29, an early (1513) slander case, 'Wilkinson (or Chauncey) c. Fentenson,' is mentioned, in which a supersedeas issued ; but proceedings appear to have been afterwards taken against the same defendant for contempt. Few, if any, writs of prohibition occur upon the Files of Libels after the reign of Elizabeth ; but several occur in the 'Miscellaneous' bundles, and a list is given in Miscell. 250 of no less than forty-five that issued in the first eight years of the reign of James I. These include, besides the matters dealt with by the above writs, almost every subject in which the Admiralty claimed jurisdiction, not excepting collision on waters within a county, piracy, bottomry, interloping, wreck, ownership, and prize. Coke was not appointed to the Bench until 1606 (4 Jac. I), so that it cannot be said that the attack upon the Admiralty originated with him. Other prohibitions are printed below.[3]

IV. Early references to the Admiralty Court.

The following early references to Admiralty matters have come to the notice of the writer since the publication of Vol. I.

A.D. 1291. Commission of oyer et terminer to Warden of Cinque Ports.

Pat. 19 Ed. I. m. 17. Commission of oyer et terminer to Stephen de Pencestre, Warden of the Cinque Ports, touching trespasses on men of France by men of the ports of the King of England, to be conducted thus : The plaintiff is to affirm, under the seal of the town to which he belongs, that he is a man (*proprius homo*) of the King of France, and belongs to the town that certifies to his citizenship, and that he possesses nothing in Flanders. The Warden is then to call the defendants before him, and, on proof of the spoil, to make restitution. These certificates under seal are frequently met with amongst

[1] Fœd. vii., pt. 2. 31. In 1497 Hen. VII. by treaty with Charles VIII, provided to the like effect ; Robinson's Collectanea Maritima, 27, 83, 106.

[2] Lansd. MSS. 142.

[3] Pp. 3, 9, 101, 103, 120–125, 153, 158.

the records of the Court during the sixteenth and seventeenth centuries. There are also many certificates by the mayors of English towns as to various matters at issue in the causes.

A.D. 1341. Grant to Chester of jurisdiction over the Dee.

A charter of 9th March 1341[1] whereby Edward the Black Prince, as Earl of Chester, grants to the city of Chester jurisdiction over the waters of the river Dee, is noticeable as containing no express reference to Admiralty jurisdiction. Chester did in fact, in later years, claim and exercise Admiralty jurisdiction; and this grant has been spoken of as, and perhaps was, the origin of the claim.

A.D. 1357. Return to writ directing Warden of Cinque Ports to inquire as to uncustomed goods.

The following return[2] of the lieutenant of the Earl of March, Warden of the Cinque Ports, to a writ directing him to inquire as to certain wool suspected of being forfeited as uncustomed occurs in the year (1357), in which judicial proceedings before the Admiral are first mentioned (see Vol. I., p. xli). In later times the exportation of uncustomed goods was the subject of one of the standing articles at Admiralty Sessions:

Inquisicio[3] capta apud Ryam die Mercurii proximo post festum Nativitatis Sancti Johannis Baptiste anno regni regis Edwardi tercii post conquestum Anglie tricesimo primo et Francie decimo octavo coram . . . locum tenenti domini Rogeri de Mortuo Mari comitis March custodis castri Dovorr' et custodis quinque portuum Si tres sacci lane nuper per Johannem Grut Johannem Ladde Clays Loys Flemings et Simonem Portier absque custuma et subsidio domino regi inde solvend' de portu de Pevense versus partes exteras transducti fuerunt ac eciam cum Alexander Turkes et Elias Mene tunc collectores custumarum domini regis ibidem illos tres saccos ponderassent et eos in domo predicti Simonis apud Pevense sub aresto et sigillis suis.[3]

(*Endorsed*) . . . qui dicunt per sacramentum suum quod dicti tres sacci [lane quos] dominus rex supponit esse eo[4] forisfactum causa ex causa supperius que supponit in dicto brevi dicunt [quod] dicunt per sacramentum [suum quod] custuma dictorum tres sacce lane persoluta fuit dictis collectoribus longgum tempus antequam dicte tres sacce de domo in qua fuerunt sub aresto ceperunt vel ad partes exteras transduxerunt prout patet [?] per examinacionem dictorum Simonis Alexandri Turkes et Eliani Mene.

A.D. 1382. Reference by the

In or about 1382[5] a ship came ashore with no one on board, and

[1] See Ormerod's *History of Cheshire*, vol. i. p. 201, note g.

[2] Acc. Exch. Q.R. $\frac{67}{23}$, m. marked 16.

[3] 'Posuissent' has fallen out.

[4] The endorsement is almost illegible in parts, and the words in square brackets are conjectural. The grammar and mistakes are as printed.

[5] Cl. 5 Ric. II., pars unica, m. 9.

the prior of Wymondham claimed her as wreck. The master and crew had left her in fear of their lives, because of an enemy's ship that was about to capture her. Her master petitioned the King for restitution, and the matter was referred by the Council to William de Clinham, Admiral of the North. There was some delay in the Admiral's court, and the case was brought again before the Council upon certiorari. The Council decided against the prior's claim of wreck, and decreed restitution, on salvage.

Council to Admiral of the North upon a question of wreck or no wreck.

The Patent Rolls of Richard II. contain several commissions to hear appeals from the Admiral in cases of debt, trespass, and spoil. In one the defendant alleges that the suit was 'extra jurisdictionem et territorium dicte Admirallitatis,' that he was arrested after appearing in the suit, and was refused a copy of the libel.

Commission to hear an appeal from the Admiral.

In 1391 [1] the Earl of Huntingdon, Admiral of the South and West, complained to the King 'quod maior et vicecomites civitatis nostre London et alii quam plures diversa duritias gravamina inobedientias seu rebelliones et prejudicia officio et curie predicte Admirallitatis nostre contra jura libertates francheseam et antiquas consuetudines officii Admirallitatis nostre fecerunt.' Thereupon the King appointed the Bishop of London and others to inquire into the matter and report thereon, in order that a remedy might be provided.

A.D. 1390. Encroachment on the Admiralty by the Mayor and Sheriffs of London.

In 1394,[2] two years after the passing of 15 Ric. II. c. 3, John Copyn sued William Snoke and Thomas Saylyngham for non-payment of freight of wine carried in the 'Gabriel' from Bordeaux to 'Gadenasse' [3] in Essex, under a charter-party entered into at Bordeaux. Proceedings were taken at common law, in Admiralty, and lastly before the Constable and Marshall, but the plaintiff could get no redress.—'Super quo idem Johannes asserens se versus predictos Willielmum et Thomam tam per communem legem regni nostri Anglie quam in curia Admiralli nostri versus partes boreales diu prosecutum fuisse et nullum remedium in hac parte habere potuisse dictos Willelmum et Thomam in curia Constabularii et Marescalli Anglie ad respondendum sibi in causa predicta summoneri et venire fecit.'—The judge of the Constable's court held that he had no jurisdiction, and gave judgment against Copyn with heavy costs. Copyn appealed to the King, and judges are appointed to hear the appeal.

A.D. 1394. Appeal from the Admiral. Breach of Charter-party; remedy, whether at common law, in Admiralty, or before the Constable.

Pat. 20 Ric. II. pt. 1, m. 20: Commission appointing judges

A.D. 1397. Appeal from the Admiral.

[1] Dated Jan. 24; Ad. Ct. Miscell. 29, apparently a copy of the commission from a Patent Roll. Cf. Seld. Soc. Vol. 10, p. 15.

[2] Pat. 17 Ric. II. pt. 1, m. 7.

[3] Is this Walton Naze? or Colne Point? There is a manor of Geddy Hall in the neighbourhood.

delegates to hear an appeal in Le Wareyn c. Provost. Sentence, or an award of arbitrators, had been given against Provost for 151 marks 'in causa maritima . . . in curia nostra maritima sive Admirallitatis' by John Barnet and Thomas Appeltrewyk, lieutenants of Edward Earl of Roteland, late Admiral of England and Ireland; and Provost had been arrested, though he offered to give bail. The sentence or award was alleged to have been founded on a forged document.

A.D. 1401. Fine for suing at common law instead of in the Admiralty of the Cinque Ports.

In 1401–3,[1] Clement Baker was fined in the Admiralty Court of the Cinque Ports for suing at common law for a matter within the Admiralty jurisdiction. The Lord Warden's receiver accounts for 'iij^{s} iiij^{d} de fine Clement' Baker qui implacitavit Johannem Lundeneys in communi banco pro rebus factis in mari.'

A.D. 1403. Appeals from the Admiral.

Pat. 4 Hen. IV. pt. 2, m. 32. Commission appointing judges delegates to hear an appeal in a maritime cause of John de Neweton c. Cartere, touching the sale and warranty of title of half the 'Marie' of Scarborough, and charges for repairs or 'dubbamento.' The cause was heard by Dr. Sydenham, lieutenant of Sir Richard de Gray, Admiral of the North.

A.D. 1406.

In 1406[2] judges delegates were appointed to hear an appeal in Baker c. Arnold, a cause heard by Thomas Ford, commissary of Sir Henry Beaumont, late Admiral of the South and West, and of Sir Thomas Berkeley, his successor. Sentence had been given against Arnold condemning him in £90 for salt, £23 6s. 8d. for corn, and £5 5s. 0d. for wheat, all sold to him by Baker, also in 150 francs for carriage of the salt, 20 francs for carriage of the corn and wheat, £40 damages, and £67 13s. 0d. costs. Arnold appealed to the Admiral of the South, who refused to hear the appeal. He thereupon appealed to the King.

A.D. 1407.

In 1407[3] a writ of certiorari issued to Richard Cliderowe, Admiral of the West, to return to Chancery the process in a suit of Davy c. Browne. The suit was heard in 1401 at Dartmouth by William Knolle, judge of John Hanley, deputy of Sir Thomas Percy, Admiral of England, and afterwards by Thomas Organ, deputy of Thomas Kempton, Admiral of the West. The action was for breach of contract and trespass, and commenced in 1401. The record, a copy of which, made and signed by William Riley about 1670, is amongst the Admiralty records, is very similar to those in Sampson c. Curteys,

[1] Acc. Exch. Q.R. $\frac{43}{15}$.
[2] Pat. 7 Hen. IV. pt, 2, m. '8, 9.'
[3] Ad. Ct. Miscell., bundle 260. The copy is headed 'Miscell. de brevibus regis et recordis selectis, pt. 1, No. 43.' The editor has been unable to find the original.

and Guernsey c. Henton, in the first volume of the present series (pp. 1–26). The pleadings are in French and the cause of action is stated to be 'de certaines trespasses et convenantz a luy[1] faitz en la royalme de Portyugal deins la jurisdiction dadmiraltee.' Brown, after an adjournment granted to enable him to obtain 'counsaill a respoundre al dite bille'—'appera et sanz doner responce a dit bille par bouche ne par bille mais demanda del dit substituit quele poaer il avoit pur tener cour du dit plee et pur tener court dadmiraltee pur avoir conisance de tiel plee.' Knolle, the judge, replied that he was 'substituyt' of John Hanley, the Admiral's deputy, and thereupon 'saunz pluys dire le dit Johan Brown appella le dit plee devant le haut Admirall sanz ascun juggement ou decree countre le dit Johan Brown done ou renduz il aloit hors du dite court.' The appeal was heard in London at the Tower by Thomas Organ, lieutenant of Sir Richard de Gray and Sir Thomas Kempton, Admirals of England and of Ireland. Davy failed to appear, and judgment was given against him with costs taxed at £39 5s. 0d., for which sum execution issued against him and his sureties. This case may have occasioned the passing of 2 Hen. IV. c. 11, and the institution of a 'curia principalis Admirallitatis Anglie' to hear appeals from the Admirals of the provinces.

Pat. 11 Hen. IV. pt. 2, m. 21 d. Boon, of Plymouth, complains that he had sued Peche in a maritime cause before Sir Thomas Beaufort, Admiral. Beaufort appointed Walter Reynell and other commissioners to inquire 'super veritate' of the matter at Dartmouth, where they were assaulted by Penhergate and others. Thereupon a commission of oyer and terminer issues to try Penhergate for the assault. The same roll (m. 3) contains a grant of 800 marks to Beaufort. A.D. 1410.

Pat. 3 Hen. V. pt. 2, m. 31. Commission appointing judges delegates to hear an appeal from John Urban, lieutenant of the Admiral of England, in Burwell c. Godechylde a suit in the Admiralty Court relating to bail given for four pipes of woad. A.D. 1415.

Pat. 6 Hen. V. pars unica, m. 17. Commission appointing judges delegates to hear an appeal in Sutton c. Frise Frisson, a maritime cause heard by Thomas Clere, lieutenant of the Admiral. The cause was 'occasione rebellionis compoti calculi sive ratiocinii administrationis trium partium cujusdam navis vocate Holygost de London.' A.D. 1417.

Pat. 4 Hen. VI. pt. 2, m. 11. Commission appointing judges delegates to hear an appeal in Barry c. Tendryng a cause 'occasione A.D. 1425.

[1] Brown.

fractionis seu non conservationis certarum conventionum inter eos factorum.'

A.D. 1452. In 1452[1] judges' delegates were appointed to hear an appeal in Unton c. Hore, a suit heard by William Payn, judge of Henry Duke of Exeter, Admiral of England, relating to the breach of a contract made at New Sarum. A prohibition or supersedeas had issued from Chancery, founded upon the Statutes of Ric. II. and Henry IV. Disregarding the supersedeas, Payn, and afterwards Robert Kent, his successor, proceeded to examine Unton's witnesses in the absence of Hore; Hore appeals to the King, and the commission issues.

Spoil commissions to restore ships and arrest spoilers. Commissions to inquire as to and to restore ships spoiled or wrecked, and to bring the spoilers before the council, are frequent on the Patent Rolls of Richard II. and his successors.

Examples of Inquisitions taken at Sessions of the Admiralty of the Cinque Ports:

A.D. 1445. Inquisicio[2] capta super litus maris apud Pevensey primo die Julii anno regni regis Henrici sexti xxiij° coram Gervasio Clyfton armigero locumtenente domini Humfridi ducis Gloucestrie etc. constabularii castri Dovori custodis et admiralli quinque portuum per sacramentum Johannis Broker Johannis Harkemet Thome Grym Simonis Heridy Rogeri Reyner Willelmi Baron Johannis Coonewayle Johannis Hammond Henrici Norton junioris et Johannis Knyght Thome Drell et Thome Godewyn juratorum qui dicunt super sacramentum suum predictum quod quedam batella in custodia Simonis Cokeman de Pevensey super mare quemdam hominem vocatum Johannem Rigger felonice occidit in contemptum Admiralli etc. Item dicunt quod Johannes Freyll Salter Johannes White et Robertus Hogelot cum aliis ignotis diversos homines de libertate de Pevensey predicta videlicet Simonem Cokeman de Pevensey Johannem Kneller de Hoo et Galfredum Heyllard et alios coram Admirallo Anglie infra jurisdiccionem Admirallitatis quinque portuum predictorum apud le Forhavyn de Pevensey indictaverunt in contemptum Admiralli predicti Item dicunt quod . . . locumtenens Admiralli Anglie infra jurisdiccionem quinque portuum predictorum diversas sessiones apud le Forhavyn predict' tenuit et diversas fines fieri fecit videlicet cum Johanne Crouch iij^{s} iiij^{d} Willelmo Crouch iij^{s} iiij^{d} Galfredo Heyward iij^{s} iiij^{d} Stephano Lunnesford v^{s} et cum pluribus aliis ignotis in contemptum Admiralli quinque portuum predictorum Item dicunt

[1] Pat. 30 Hen. VI., pt. 2, m. 14.

[2] Acc. Exch. Q.R. $\frac{67}{23}$, m. marked 10. See further as to these inquisitions, *supra*, p. xxii.

quod Thomas Profot de Borne clamat proprietatem certarum terrarum juxta Langle infra fluxum et refluxum maris pertinentium libertati ville de Pevensey in contemptum Admiralli predicti Item dicunt quod Johannes de Court de Pevensey invenit in mare iij barellos vacuos (?) valoris xviij^{d} sed quantum inde pertinet Admirallo ignorant Item dicunt quod Simon Cokeman Johannes atte See Johannes Nevvyl Ricardus Colye et Johannes Roser cepere super mare de inimicis domini regis diversa bona videlicet victum carnes bovinas et alia bona ad valenciam xj^{li} unde domino Admirallo nondum responsum est de share Item dicunt quod Willelmus Foxill[1] Thomas atte Lever Thomas Mulford Gilliam Barbor Alexander Hotherop Richardus Clocke Thomes de le Stone Johannes Capellanus de Westhamme sine aliquo warento in mare diversa bona et mercandisas de quibusdam de Flandria ceperunt et abduxerunt in contemptum domini Admiralli etc. In cujus rei testimonium huic inquisicioni jurati predicti sigilla sua apposuerunt.

Inquisition at Winchelsea, A.D. 1463:

[Wynchelse][2] Inquisicio capta ibidem super litus maris coram A.D. 1463. Henrico Pylkynton armigero hac vice locumtenente domini Ricardi Comitis Warrewici et Sarum constabularii castri Dovorr' custodis et admiralli quinque portuum xiiij die mensis Novembris anno regni regis Edwardi quarti tercio per sacramentum Johannis Rolf Willelmi Brampton Johannis Afforde Henrici Scargell Johannis Bate Mathei Bassett Thome Spore Thome Thorndyk Johannis Scoter Johannis Gybbes Johannis of Damme Johannis Payne et Rawlyn' Styll Qui dicunt per sacramenta sua predicta quod Johannes Swan de Rya cum aliis malefactoribus ignotis x^{o} die Septembris anno regni regis predicti tercio apud Rye super altum mare infra jurisdiccionem Admirallitatis predicte in quemdam Johannem Afforde et socios suos in uno piscar' existentes et proponentes cum piscibus usque mercatum de Rye insultum fecit verberavit et male tractavit sic quod ad dictum mercatum transire non potuissent et contra pacem domini regis unde indictatus est Item dicunt quod x^{o} die Aprill' anno predicto quidam Johannes Cawse mariner inventus fuit mortuus super mare et nullus homo mulier aut aliquis erat culpabilis de morte ipsius Johannis nisi una corda vocata leeshete valoris vj^{d} unde dicta corda indictata est Item dicunt quod Thomas Ferroe invenit in mari quemdam ancoram valoris iij^{s} iiij^{d} sed quantum pertinet Admirallo

[1] Over these names are written: fin' xx^{d} sol., fin' vj^{d} sol., indicating the amount and payment of the fines imposed.

[2] Acc. Exch. Q.R. $\frac{67}{23}$, m. marked 8.

ignorant Item dicunt quod Willelmus Burgatt de Wynchelse posuit stakys pylez et stulpa [1] in cursu commune aque portus de Wynchelse in obstupacionem et perdicionem portus predicti necnon prejudicium et gravamen totius communitatis ville predicte et contemptum domini regis et admiralli predicti Item dicunt quod Robertus Hylton de Caleys yoman et Robertus Vamia possessores cujusdam kervyll de Caleys cum magistro ejusdem kervell et sociis suis spoliatoribus et malefactoribus ignotis in loco vocato Kambr' xxviij die Octobris anno predicto ut infractores trugarum et legarum captarum inter dominum nostrum regem et subditos suos et ducem Burgundie et subditos suos intraverunt in quemdam koggeshyppe pertinentem cuidam Waltero de Melkendam partium Holandie carcatum cum vino et sale proponentem mercato de Wynchelse de quo vero kogshyppe iidem malefactores xj pipas vini et tantum de sale ut possibiliter carcare potuissent exkippaverunt injuste ceperunt et asportaverunt ad dampnum dicti Walteri ij c marcarum unde dicti malefactores indictati sunt In cujus rei testimonium huic inquisicioni sigilla sua apposuerunt die et anno predictis.

A.D. 1415. Writ of Venire facias.

Writ of *venire facias* in an action of trespass. Acc. Exch. Q.B., bundle 67, No. 23, ad finem.

Comes Arundell et Surr' constabularius castri Dovorr' custos et admirallus quinque portuum Ricardo Grene Bertholomeo Bond et Willelmo Hopton Salutem Vobis mandamus conjunctim et divisim quod venire faciatis corporaliter coram nobis seu locum nostrum tenente super littus maris apud Dovorr' xxiiij die Maii proximo nunc futuro Johannem Short de Dale ad respondendum Hamondo de Zey de placito transgressionis sibi infra jurisdiccionem Admirallitatis nostre quinque portuum predictorum illate et ulterius ad faciendum et recipiendum quod sibi ex parte domini nostri regis et nostra de jure injungetur tunc ibidem et qualiter istud mandatum nostrum executi fuistis nobis seu locum nostrum tenenti dictis die et loco sub sigillis vestris distincte et aperte certificetis et habeatis tunc ibidem hoc mandatum et hoc sub pena et periculo incumbentibus nullatenus omittatis Datum apud castrum predictum sub [sigillo officii] nostri ibidem xxj die Maii anno regni regis Henrici quinti tercio.

A note (of the return to this writ?) at the foot is illegible. In the same bundle is contained a similar writ dated 21st May 1415 directing those to whom the writ is addressed to bring up a defendant to make answer 'de placito dett;' and another of 1st February

[1] Stulp = a stake (Halliwell).

1415 to answer 'super certis articulis officium Admirallitatis nostre quinque portuum predictorum tangentibus,' with a note of the return of the writ endorsed. Another document (A.D. 1402) is the return made to a commission to appraise French merchants' goods seized by the King's sergeants on board two Flemish ships at Dover. The outside membrane of the bundle is 'Articles enquirable in the Admiralty of the five ports and what punishment is to be enflicted for every offence.' This document was compiled in the reign of Mary or Elizabeth, and is similar to the Inquisition of Queenborough in the Black Book of the Admiralty.

V. A table of some of the cases litigated in the Admiralty A.D. 1528-1602, and not elsewhere mentioned in these volumes.

Libels, File 1 (star) No. 26. First decree for dock dues payable to the hospital of St. Thomas the Martyr. Cf. 3, 33. (*The figure in clarenden type refers to the File, the others to the number of the document.*) — A.D. 1528–1530.

File 2, A.D. 1535.

7. In re Gryflyng. Inhibition to the Bristol Court, pending a transfer to the High Court 'propter inopiam jurisperitorum' at Bristol. The suit was against Kinsale ships for non-payment by the Mayor of Kinsale of money due on his bond. Cf. 45, 133.

45. Mody c. Lewen. Negligence in not unloading a ballast lighter, whereby she sank. *Ibid.* 20, 22, 36, 41; sentence, 7. — File 3, A.D. 1536.

19. De Pratte c. Le Cherewyck. Spoil; execution of sentence of French Court.

40. Tybes c. St. Martin (or Du Bucourt). Spoil by a Frenchman of a German ship; defence, that there was war between France and the Emperor, and that the spoil was not within the jurisdiction of the English Admiralty. See also Bloeme c. St. Martin, *ibid.* 27, 28, 37, 38, a similar case. — File 4, larger bundle, A.D. 1537.

File 5, smaller bundle. Seizure of fish in Iceland by the King of Denmark. — File 5, A.D. 1538.

72, larger bundle. Claim to the proceeds of a ship captured by Flemings and sold by the Admiral's deputy in Cornwall (qy. as a droit). *Ibid.* 71, 77.

23. Appeal from the Seneschal of Harwich. Cf. 8, 8, appeal from Mayor of Hull.

50. Off. Dom. c. Foly. Articles for not presenting an anchor, lagon; defence that presentment was made to the bailiffs of Ipswich. *Ibid.* 47, 48; cf. *ibid.* 44. usurpation of Admiralty jurisdiction by Lynn. — File 6, bundle A.D. 1538, 1539.

54. Claim by English owner to goods captured during the war between France and the Emperor; *ibid.* 33, 49; 4 (larger bundle), 9. — File 6, smallest bundle, A.D. 1537.

32. Appeal from vice-Admiral of Calais. Destruction of nets by a ship that fouled them.

98. Aymer c. Armerer. Appeal against execution by the Admiralty Court of a sentence of spoil commissioners. — File 7, A.D. 1539.

66. Claim to wreck by Lord Tayleboys; *ibid.* 49, 54.

18. Adormagens c. Strayle. First decree, money lent on adventure. Cf. 16, 44–55.

5. Hunt c. Torre. Robbery of fish in Iceland; *ibid.* 6.

82. Cooper c. Gardyner. Spoil of a ship ashore off Yarmouth; *ibid.* 53, 65. — File 8, A.D. 1541.

62. Off. Dom. c. Richemonde. Articles for taking wreck. Cf. 7, 1; 8, 30; 12, 142.

38. Trinity House of Newcastle c. Trinity House of Hull. Dispute as to right to ship dues; *ibid.* 35; Act Book, 129, *ad fin.* order of Council thereon. — File 9, A.D. 1541–2.

44. Christien c. Herdson. Demurrage, 'dies operabiles;' *ibid.* 24, 45.

71. Hurdeman c. Carre. Carre sued in the City of London Court for freight, and — File 11,* A.D. 1542.

* File 10 is missing; but see Ad. Ct. Miscell. 11 for a File of Libels of 1542.

recovered judgment. Hurdeman filed his bill in Chancery for redress. Subsequent proceedings in Admiralty; *ibid.* 64, 65, 70.

60. Andromagens c. Johnson. Claim for damage by removing a mooring anchor and setting the ship adrift against London Bridge. **9**, 12, libel for removing gear from the ship whilst under arrest.

23. Kingston c. Butolf. Claim by the lady of the manor of Mutford and Lowestoft to an anchor, as wreck; defence, that the owner claimed within a year and a day.

File 12, A.D. 1544. 123. Heaven c. Whyte. Breach of a 'consortium;' deserting consort during a fight; *ibid.* 98, 103, 117.

11. Van Emden c. Marten. Money lent for necessaries, on adventure; *ibid.* 9, 10; cf. *ibid.* 4.

File 13, A.D. 1545. 125. Thompson c. Delapina. Breaking arrest of the 'Canala' of Venice, whereby Thompson had to pay a sum awarded as salvage; *ibid.* 31, 103–104, 121. See vol. i. p. 66.

99. Moptyde c. Lexuma. Damage to river wall at Blackwall, whereby the plaintiff's land was drowned.

83. Reve c. Johnson. Captured of ransomed ship; restitution; **12**, 181, 182. *Ibid.* 92, libel on a ransom bill.

75. Emerson c. De Sallanova. Claim upon an indemnity given against the withdrawal of a safe conduct by the King of France.

66. Insano c. Elsdon. Spoil; English goods in enemies' ship; sentence absolutory; *ibid.* 5, 60; see vol. i. p. 138. Cf. **15**, 41.

30. Meredyth c. Bowles. Damage to cargo; *ibid.* **11**; **15**, 81, voyage abandoned, sentence for half freight.

File 15, A.D. 1546. 83. Van Irrup c. Buttram. Collision. Cf. *ibid.* 15, 82 (suit in personam; arbitration); 7, 73; **18**, 106; **24**, 262; **25**, 80; **27**, Tr. and Mich. bundle, 131; *ibid.* 53; **35**, 270; *ibid.* 109; **37**, 47, 122, and 147; **37**, 86, 91; **40**, 55; **41**, 226; **47**, 282; **48**, 114; **51**, 6; **52**, 221 ('spoliavit et fregit'); *ibid.* 145; *ibid.* 28; **59**, 122; **66**, 178; **68**, 231; all collision cases, mostly in the Thames; of no great interest.

File 16, A.D. 1548. 67. Matthew c. the 'James.' Spoil; defence, that the ship was bought before action brought; *ibid.* 28; **17**, 132.

66. Eryso c. Corso. Lead stolen by divers employed to salve; **17**, 5, 109, 130.

58. Liability of shipmaster for winces drunk or negligently damaged; *ibid.* 35.

39. Off. Dom. c. Anthony. Certiorari (sursurrarye) from the King's Bench, obtained by a defendant against whom judgment had been recovered in the Dartmouth Court; proceeding in the Admiralty against him for contempt; *ibid.* 10.

29. Wagmer c. Downes. Plunder of Wagmer's stores in Iceland; defence, that the plaintiff was banished by the King of Denmark; **17**, 152; sentence absolutory, *ibid.* 38.

File 17, A.D. 1549. 144. Duriar c. Browne. Prize; foreign ship carrying goods to the Scots; restitution, on security to restore, if found by the Council to be prize. Cf. *ibid.* 90-99; **18**, 112; recapture of English goods from Scots captors.

10. Page c. Caddell. Firing upon a king's pinnace; *ibid.* 12; **18**, 213.

File 18, A.D. 1550. 210. Off. Dom. c. Owen. Articles for spoil of wreck; *ibid.* 92, 95, 100, 202–207; cf. 17, 29; **18**, 177, 192, taking wrecked enemies' goods; *ibid.* 23, taking a whale.

14. Herdson c. Erizo. Sentence against lead of Erizo's for necessaries supplied to Erizo's ship, which he had carried off.

77. Simonet c. Malyn. Spoil of the Emperor's subjects; special commission under treaty of 1496; see Act Book, 132, *ad fin.*; **20**, 15–19.

File 20, A.D. 1551. 106. Wygmore c. Morland. Insurance of oil cargo by Spaniards; ownership; *ibid.* 28, 107, 108; **21**, 41, 278.

74. Whealer c. Alexander. Claim for damages for weighing Whealer's buoyed anchors in the Swale, whereby he lost the salvage of an 'aragosia.'

71–72. Alfonso c. Allen. Purchase of goods spoiled in the king's streams off Dover; restitution on salvage.

37. Dowdinge c. Passye. Dowding had a Scotch prisoner, who escaped, and was recaptured with money on him. Claim to the money.

237. Warren c. Wright. Seizure of uncustomed cheese under an Exchequer writ; File 21, A.D. 1552, 20, 43. File 21, A.D. 1552.

230. Bullmer c. Bellamy. Claim by owner of one of two ships sailing in consortship for repayment of a share of the money paid for restitution in Saunderson c. Richardson, vol. i. p. 146; *infra*, p. 87; 21, 24, sentence absolutory.

99. Gallye c. Stanley. Claim to wreck at Heysham; 22, 48. *Ibid.* 91, claim to wreck at Heron (Herne Bay?).

98. Brickman c. Cannegezur. Bibles (? biblie) imported from Cologne; *ibid.* 29.

119. Knight c. bona Johnson. Goods seized as belonging to a Crown debtor restored upon proof that the name and marks were colourable in order to escape capture; *ibid.* File 22, A.D. 1553, 12, 13, 67–80, 95–119; 23, 60, 18–37 (a very heavy case). File 22, A.D. 1553.

66–67. Sandiford c. Fidele. Contempt; suing in City of London court for breach of contract to salve lead; *ibid.* 14, 39; cf. Spacheford c. Lucatelo, insurance; *ibid.* 8; and similar cases of contempt, *passim.* File 23, A.D. 1554.

244. Burr c. Taylor. Claim for half freight; voyage part performed; *ibid.* 49, 60, 95, 241–243.

234. Rickers c. Bettes. Non-delivery. Allegation that shipowner liable for loss by weather; sentence *aliter*; *ibid.* 158, 180.

173. Banyard c. Anthony. Loss of cargo through not taking a pilot; cross claim for demurrage; *ibid.* 71, 155, 156.

87. Symes c. Slade. Assault on the parson of Sidmouth on Chesil beach; 25, 137.

113. Commission to deliver to De la Torre, the Spanish captor, a prize taken in war; *ibid.* 110–112. File 25, A.D. 1555

104. Van Hullegarden c. Cowbridge. Libel for rent of land at Brussels; *ibid.* 85; 27, smallest bundle, 174; 26, 45, appeal.

73. Ynglyshe c. Blackcoller. Detinue of a bill given at Cadiz for ship's necessaries, whereby the ship was 'aseruta sive obligata.' The bill, payable on the ship's arrival, had been paid, but the holder was suing Ynglyshe in the Common Pleas; *ibid.* 103.

68. Clayton c. Baxter. Short delivery; dispute as to who bears loss by shrinkage; 27, Trin. and Mich. bundle, 28. File 26, A.D. 1556.

174. Off. Dom. c. Consiliano. Contempt; suing on a policy before commissioners appointed by the Chancellor. Cf. 30, 234. File 27,* smallest bundle, A.D. 1555–6.

100. Jervason c. Story. Breach of charter-party; the goods to be delivered 'so farr as God shall suffer'; *ibid.* 99.

77. Deye c. Chamberleyn. Claim to tithes—'Christes doles'—on Iceland fish brought to Blankeney; 26, 47.

66. Brasyer c. Whitston. Non-delivery; defence, capture by pirates; *ibid.* 49. Cf. 51, 47, 86; 52, 134, 227, 228.

29. Off. Dom. c. Ravenell. Restitution of goods taken by pirates, on security given to prosecute; *ibid.* 30–37.

132. De Has c. Callard. Spoil of Dutch ships sailing with letters of safe conduct; *ibid.* 32–40, 95, 100, 123; 29, 15, 62–67, 73; 30, 139; Act Book 123, 5 June, 1560. File 27, Hillary bundle. A.D. 1557.

110. Chamberleyne c. Davies. Claim by Governor of Guernsey to a French prize taken within twenty miles of Guernsey, contrary to letters patent of Ed. IV., Hen. VIII., and Philip and Mary. Cf. *ibid.* 99; 29, 53.

89. Off. Dom. c. Way. Contempt; disputed Admiralty jurisdiction of Lostwithiel.

60. Palmer c. Lawter. Trespass to a mussel scalfe (bed) at Wulverton, Norfolk; *ibid.* 44, 91; 29, 39–41; 30, 247; cf. 27, Trin. and Mich. bundle, 36, 136; *ibid.* Hil. bundle, 60; 29, 93.

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* This File is wrongly numbered. It should come between File 25 and File 26.

1. Recognizance to account for Admiral's share of prizes.

File 27, Tr. and. Mich. bundle, A.D. 1557.

140. Brown c. Brian. Sale of wood; suit on bond. *Semble*, a prohibition issued; see Dyer, fo. 159, *b*.

123. Strachy c. Percyvall. Dispute with the Colchester court as to jurisdiction; monition to discharge Percyvall from arrest; record of action at Colchester; *ibid.* 50.

58. Appraisement by Walter Rawlegh. (W. R. mentioned also *ibid.* Hil. bundle, 103.)

File 29, A.D. 1538.

118. King c. Myles. Collision; the 'Swalloe' 'lying upon a tree' (*i.e.* a-try = hove to) and the 'Starr'; 30, 84, 244.

111. Turneout c. Fletcher. Spoil; is a safe conduct transferable? 27, Hil. bundle, 90; 31, 218.

38. Negrolo c. William Hawkins. Spoil of Spanish Antwerp merchants; 30, 23, 132, 133; 31, 69, 127; 32, 35, 148; cf. 33, 141.

237. Fennell c. Thorne. Contempt, suing in the Common Pleas. Cf. *ibid.* 205, 211, 216, 256, 257, suing at Maldon, Truro, and elsewhere.

189. Off. Dom. c. Collis. Pirate goods forfeited to the Queen. Cf. 31, 155, 183.

File 31, A.D. 1560.

209. Off. Dom. c. Smithe. Spoil of wreck; cf. *ibid.* 44.

150. Off. Dom. c. Cooke. Claim by Forth to wreck at Orford Haven; at Holy Island; *ibid.* 40, 50–56, 73, 74, 86; *ibid.* 3, 4, 102; 33, 128; S. P. Dom. Eliz. vol. 17, No. 8.

File 32, A.D. 1561-2.

251. Off. Dom. c. Meers. Spoil by Meers and Loggan, a Scotchman; *ibid.* 127, 136; 31, 6, 7.

221. Off. Dom. c. the 'Peter.' Deodand, claim by Sir John Constable, of Holderness.

30. Clough c. Chambers. Sentence for ransom money; 31, 34; appeal, 33, 297.

4. Recognizance of Kinge, the diver, to account for one-third of lagon recovered.

File 33, A.D. 1562–3.

316. Lutkins c. Champernown. Spoil of the 'Spiritus Volans;' property, French or German? insurance; *ibid.* 40–48, 110; 34, 199, 303–316.

200. De Castro c. Yonge. Suit on a policy; non-arrival of ship within a year and a day; *ibid.* 158, 164, 175–177, 299 (the policy).

186. Canata c. Lucatelli. Contempt; suing in Queen's Bench. Cf. 38, 160, 161.

183. Hayles c. Lady Rutland. Debts due from Sir Richard Morison, defendant's late husband, incurred at Antwerp; *ibid.* 12, 104, 108; 34, 288, 299, 319, 320, 346, 370.

107. Laughter c. Bird. Sale of goods afloat; warranty against all perils except fire and enemies; *ibid.* 198, 109, 120, 121.

File 34, A.D. 1563–4.

383. Return of commissioners to hold Admiralty sessions for droits at the outports; resistance at the Western ports. Cf. *ibid.* 378.

332. Killinghowson c. Rede. Contempt; suing in City of London Court; similar cases, *passim*.

364. Venturini Burghesius c. De Malynes. Non-delivery of cipher letters of De la Quadra, Spanish Ambassador; *ibid.* 291, 362, 363; 35, 293, 322, 323. See S. P. Spanish, 1558–1567, p. 239, *seq.* as to Borghese, De Quadra's secretary, having disclosed the Spanish policy to Elizabeth.

302. Gorham c. Grainger. Contempt; suing in an ecclesiastical court for fish tithes. Gorham entered into recognizances to withdraw his suit in the Arches; Ad. Ct. Miscell. 29.

289. Phillpott c. Barrett, the 'Jesus;' charter-party for a fishing voyage to Newfoundland; general average clause; sharing of good 'aventures;' spoil; *ibid.* 91–93, 235, 272, 278, 279, 290; 35, 208, sentence condemning the victuallers in one-sixth of damages paid for spoil.

86. Brooke c. Leyghter. Spoil of Antwerp merchants; cf. *ibid.* 94, 95, 101.

65. Lodge c. Veluti. Non-delivery; *ibid.* 64, Italian bill of lading, 'no exceptions.'

File 35, A.D. 1564 5.

310. Brechen c. Courtney. Composition by merchants and mariners for fouling a ship and killing a man; *ibid.* 153, 226–228, 258, 307; 37, 39.

306, 307. Letter from Clinton directing restitution of the 'Saviour.'

184. Off. Dom. c. Bishop of Bangor. Claim of wreck; 34, 221–224.

38. Sentence pro jure Admiralli, the goods being salved below low-water mark.

64. Watson c. Pecorie. Watson, an English mercenary soldier of Charles V., took Pecorie prisoner. Pecorie agreed to pay 150 crowns for his ransom, and then got Watson imprisoned at Bruges; 37, 176.

38. Holstocke c. De Sambiti. Claim by the Comptroller of the Navy for salvage on Spanish goods recaptured from Scots. Cf. 47, 95.

File 36, A.D. 1564, *circa*.

File 36 consists of cases of spoil of Spanish subjects heard by special commissioners; see Fœd. 25 Ap. 1563. The defence in some of the cases (cf. 76, 177) is that the ships were seized for exporting to Flanders coin or other goods contrary to the proclamation, and that the coin was forfeited. The proceedings did not satisfy Spain, and in 1564 Dr. Dale went to Flanders to propose a conference at Bruges. The King of Spain objected to the English constituting themselves judges of the seas, as the high seas were common property; see Cal. St. Pap. Spanish, 1558-1567, pp. 356, 357. See also Cal. St. Pap. Foreign, 1547-1553 for a similar correspondence with France, where the Admiralty Court is proposed as a suitable tribunal, inasmuch as it alone administered the civil law.

File 37, A.D. 1565.

249. Furseman c. Hutt. Petition to the Council to hear a case as to sharing prizes. Cf. *ibid.* 232, 248.

220. De Travora c. William Hawkins and Stewkley. Spoil.

189. Joison c. Denaker. Allegation of shipowner's liability for 'periculum asportationis.'

98. Commission to make restitution of Spanish goods spoiled; *ibid.* 97, schedule of the goods.

73. Brown c. Wilford. Claim for freight of figs damaged and delivered at wrong port, but delivery taken by consignee.

56. Merrell c. Pindar. Sinking a lighter by overloading another alongside, so that she could not float with the tide.

File 38, A.D. 1566-7.

194. Bowes c. Compton. Spoil of a ship ashore; defence, that Compton was employed by Chamberleyn, captain of Guernsey, to salve.

138. Dymock c. Marquis of Baden and Cecilia, his wife. Inventory of clothes, jewels, &c.; 39, 126.

126. Letters of subhastation; advertisement of sale.

117. Empringham. Resisting Admiralty process at Grimsby.

96. Otelye c. Wilkins. Fine paid by fellow prisoners of one who escaped; contribution.

94. Off. Dom. c. Barker. Articles against bailiffs of Scarborough for not arresting Martin Frobisher's 'Mary Fortune;' *ibid.* 93.

82. Spinola c. money of Whittbrooke in hands of Lord Cobham. Defence, that the money was paid by Whittbrooke to Cobham for lands purchased; *ibid.* 25, 29, 64, 65.

34. Gourden c. Lambert. Suit on a policy.

24. Cook c. Ball. Stealing oysters from 'laynes' at Wakering; cf. 67, 91.

File 39, A.D. 1567.

219. Villamonte c. Sir John Parrott. Claim to wreck at Walwins Castle, Pembrokeshire; 38, 129.

213. Nunez c. Furbusher. Spoil; bond for good behaviour by Furbusher; *ibid.* 132. Cf. 41, 62, 220; 42, 229.

101. Nunez c. bona Meredeth. Claim under an assignment of Meredeth's share in John Hawkins' adventure in the West; *ibid.* 22.

95 to 97. Atkins c. Broke. The law merchant as to bills of exchange and interest thereon; *ibid.* 75, 107; 38, 44; 40, 127.

67. Recognizance to contribute to the expenses of getting English ships arrested at Dantzic released.

File 40, A.D. 1568-9.

160. Warrant to deliver a ship captured by pirates to her owners, they giving security to prosecute the pirates.

116. Nunez c. bona Meredith. Suit on policy.

115. Off. Dom. c. Ap Edwarde. Contempt; allegation of custom as to election of Admiral by Carlingford fishing fleet, with power to punish offences; cf. 39, 91; inf. p. lxxviii.

7, 8. Proof by Sir W. Garrarde of damage to his goods at S. Juan d'Ulloa (Vera Cruz),

20 Sep. 1568, by the Spanish attack on Sir John Hawkins' ships; **41**, 209; schedule of property destroyed. See S. P. Dom., Vol. 53, a more perfect copy.

1, 2. Order of the Council, signed by Clinton, Cecil, and others, directing process to issue for restitution of a Spanish ship spoiled in the Isle of Wight. Cf. **41**, 175.

File 41, A.D. 1569-70.

278. Certificate of Mayor of Yarmouth as to the character of Yanson, who had fled to England, 'for grief of his conscience.'

231. Draper c. the 'Busbye.' A ship 'tacite hypothecata' for necessaries.

208. Proclamation touching the arrest of Spanish bullion going to the Duke of Alva, 6th Jan. 1569.

199. Allforde c. Giraldi. Claim by guardian of Augustini's sons, to whom he had left £5,000; *ibid.* 22 to 24, 85, 86, 134, 186; **42**, 95, 96.

122. Duckett c. Barne. Claim on policy; Spanish goods captured under letters of reprisal; **42**, 106, 152.

89. Cooke c. Chappell. Contempt; suing in City of London Court; and *passim*.

32. Articles for unlawful fishing in the Thames.

31. Claim by Weymouth to Admiralty jurisdiction. Cf. *ibid.* 9. Letter from Clinton as to Newcastle.

File 42, A.D. 1570-1.

258. Wreck at South Baddesley, Hants; claims by Lady Huntingdon and Mayor of Southampton.

166. Deodand; a man killed by falling from aloft.

137. Examination of witnesses 'in perpetuam rei memoriam' as to damage to cargo by weather. Cf. *ibid.* 80.

106. More c. Barker. Damage to cargo by bad stowage; sentences for damages and for freight; *ibid.* 104.

File 43, A.D. 1571-2.

247. The 'Flying Dragon.' Commission to arrest Genoese goods spoiled by Maynerd from an Antwerp ship; *ibid.* 231, 244; proceedings against the captain of the Isle of Wight for allowing the ship to escape.

237. Guallerottie c. Utwicke. Non-delivery; defence, capture by pirates; sentence absolutory; Dutch bill of lading; *ibid.* 108, 229, 237. Cf. *ibid.* 210; **42**, 119; **45**, 71, 121; **46**, 164, 344, 406; **50**, 143.

179. Wreck. Claim by Bishop of Winchester at Bitterne, Waltham, and Gosport.

177-8. Gilbert Drake obstructs Admiralty officers on the Exe.

134. Gourney c. Simonson. Money lent for ship's use; question whether money payable after loss of ship; *ibid.* 61, 65, 66, 82, 92, 93, 133; **44**, 230; **46**, 303 (appeal). Cf. **33**, 66, 133; **44**, 231; **46**, 231.

50. Asbie c. Moore. Cutting adrift mackerel nets; **44**, 260; arbitration.

6. Letter of the Council to restore ships on bail; *ibid.* 7, 8.

File 44, A.D. 1571-2.

283. Hawes c. Spencer. Charter-party. Indemnity against arrest by the King of Spain; *ibid.* 75, 76, 164-170, 278-282; **45**, 299.

183. Pawlson c. Wawton. Purchase of goods from pirates; *ibid.* 117, 163, 167, 182. A prohibition issued and was afterwards withdrawn. In 1585 a warrant to arrest Dr. Cæsar issued for not staying proceedings; Lansd. MSS. 142, fo. 457. See *supra*, p. lii.

96. Spoil by Fenar of Portuguese prizes taken by Lympmille under letters of marque from the French King and the Admiral of England.

74. Loggan c. Basset. Damage to cargo by weather or fault; **45**, 204, 205, 341. Cf. **45**, 26.

File 45, A.D. 1573-4.

213. Edwardes c. Velutelli. Freight of wines wrecked and brought to London by insurers.

291. The 'Peter and Paul.' Commission to restore wrecked goods 'prout jus gentium et equitatis ratio dictat;' *ibid.* 290.

148. Jackson c. King. Making the 'Lion' fast to a hoy, so that both went adrift and were sunk against London Bridge.

8. Letter of Lincoln touching his moiety of pirate goods, and purchase at sea of such goods; *ibid.* 7.

285. Cobham c. Spargenberche. Redemption of goods from pirates; *ibid.* 305; 47, 292–293. File 46, A.D. 1574 5.

250. Collision at Gravesend; arbitration; award £30 to one ship, and £10 to the other.

233. Spelphancius c. Pells. Enforcement of a marriage contract made at Antwerp; 47, 39.

220. Corsini c. Langerman. Claim by charterer to one-third of salvage earned by the ship; *ibid.* 83, 178, 201, 202, 259, 327; Act Book 142, 8 Aug. 1573.

113. Letter of the Council, signed by Burghley and other lords, directing a commission in a case of spoil of a ship of Embden.

96. Wolmer c. Richmond, Damage to a ship by an unbuoyed wear at Harwich.

57. William Hawkins c. bona Brewes. Spoil.

24. Doughtie c. Wilkinson. Damage to cargo; negligent navigation; *ibid.* 303, 337; 45, 12, 362. Cf. 47, Nos. 333, 361.

301. Bird c. Bigatt. Deceit; sale of a ship damaged in a fight. File 47.

277. Hanmer c. Midleton. Claim for money paid to free from arrest a ship with pirate goods on board. A.D. 1575-6.

254. Velutelli c. Adrianson. Costs given for being privy to spoil; *ibid.* 269.

176. Letter of Lincoln to Dr. Lewes, directing him to issue process in a spoil case; endorsement of Lewes ordering arrest of the pirates.

172. Fowler c. Sevenboroughe. Claim by charterer against shipowner for negligent loss of ship and cargo, and for money advanced; *ibid.* 34, 108, 174, 185, 186.

155. John Hawkins complains of arrest of his ship at Seville.

114. Corsini c. Hangar. Contempt; suing in the Queen's Bench upon a contract made abroad; *ibid.* 96. Cf. 50, 167; 53, 132; 55, 125.

109. Spoil of a Lubeck ship in the Downs.

52. Chester c. Harvey. Money lent on adventure; Dutch bill; *ibid.* 54.

36. Heynes c. Ockenden. Sentence for restitution of goods wrecked in Sussex; claim by Lord Abergavenny to wreck; *ibid.* 255.

212. Campbell c. Crispe. Concealing wreck. File 48, A.D. 1576-7.

150. Copy letters patent granting Admiralty jurisdiction to Yarmouth. Cf. 59, 192 (piracy excepted).

122. Presentment of jury as to buying pirate goods at Grimsby; *ibid.* 123.

80. Suit on a bond given for money lent to ransom ship from pirates. Cf. 51, 39.

67. Receipt for money lent on 'bodomery;' translation from Dutch. Cf. 64, 55.

64. Sir John Hawkins c. Palavicino. Refusal to receive a cargo of alum.

31. Alderson c. Jourden. Spoil by men of Mechlin (? oppidum Maclonense); petition to Council and warrant to arrest French goods; 49, 36, 96.

117. Offlye c. Peacocke. Sentence for non-delivery of goods, 'surreptas seu saltem non restitutas.' File 49, A.D. 1578.

113. Owgertson c. the 'James.' Money lent 'ex nautico fenore seu pecunia trajecticia.'

57. De Quiliar c. Elswick. Spoil of and receiving wreck in Sussex; 50, 167. File 50, A.D. 1579.

92. Ap Evan c. Barlowe. Goods jettisoned come to the hands of defendant.

1. Chambelian c. Callys. Sentence for spoil; *ibid.* 120.

82. Proctor c. Downes. Non-delivery; defence, bad weather; sentence absolutory *ibid.* 31. File 51, A.D. 1580-1.

61. Insurance by Velutelli of wool captured by Flushingers.

42. Harrison c. Clarke. Non-delivery of a puncheon of playing cards.

23. Hatheway c. Lee. Wages. Cf. 49, 61; 52, 113; master's wages.

202. Spoil. Petition by Elsdon, and order thereon by Burghley. File 52, A.D. 1581-2.

117. Hungate c. Jemans. Claim for £6,000 lent to the City of Bruges; *ibid.* 175, 176. The suit was stayed by order of the Council. See Add. MSS. Br. Mus. 14027, fo. 214; and 48, 50; 50, 104, 110, 111, 115, 183; 51, 79; Act Book, 11 Dec. 1576.

163. Kinge c. Collins. Claim to sails taken from a sunken ship; *ibid.* 26.

122. Bur c. Stocks. Negligently sinking a lighter by improper mooring. Cf. *ibid.* 45.

103. Sir John Hawkins c. Bonner. Non-delivery of beer for ship's use.

87. Page c. the 'Blessing of God.' Sentence for necessaries; ship hypothecated. Cf. *ibid.* 95.

File 53,* A.D. 1585–6. 153. Style c. Tucker. Assault on servant of Sir W. Raleigh on the Thames; *ibid.* 134; 54, 70.

59. Cleaver c. Troute. Negligent mooring, so as to sink a lighter; 54, 163.

48. Veltres c. Gilbert. Carrying provisions to the enemies of the States General; *ibid.* 25 to 27. Cf. 54, 256.

File 54, A.D. 1586–7. 258. Duke of Saxony c. Egmond. Spoil.

228. Adyn c. Jorden. Claim for firing upon and sinking the 'Mermaid,' with plaintiff's goods on board, because she resisted search; *ibid.* 212, 228.

218. Lombardo c. Golde. Pilots' wages; 55, 16 ('nauclerus seu navarchus, Anglice pilot').

96. Recognizance to account for the Admiral's tenth of prizes.

173. Mayngard c. Sir Francis Drake. Spoil; defence, pirate goods on board; *ibid.* 71.

153. Davidge c. Moone. Validity of a sentence against Moone questioned, he and Daridge being members of the Spanish Merchants' Company, and bound to abide by decision of the Company, under the Queen's patent.

116. Bridges c. Cowclawe. Trading with the enemy; *ibid.* 51; cf. *ibid.* 107.

File 55, A.D. 1587–8. 228. Copy letter from the Queen to King of Sweden touching an arrest of ships.

113. Brisarte c. Sir F. Drake. Spoil at Cadiz; cf. *ibid.* 86 (Drake).

109. Van Handweghen c. Van den Pitt. Non-payment of annuity charged on lands at Bruges.

File 56, A.D. 1588–9. 126. Off. Dom. c. Twyzell. Contempt; non-payment to Empringham, deputy Vice-Admiral, of a fine for forestalling coals.

118. Off. Dom. c. Danyell. Taking a sturgeon.

85. Preston c. Sir John Drake. Claim to prizes taken by Barnard Drake; John, executor to Barnard, says they were adjudged prize by Sir W. Raleigh and Sir J. Gilbert; 54, 13.

75. Hall c. Poulter. Pulling down a Thames wharf by making fast a ship to it; 57, 59.

66. Off. Dom. c. Keeler. Obstructing the Admiralty coroner at Billingsgate; cf. *ibid.* 63; refusal to execute process at Horsham.

33. Inhibition. Appeal from Vice-Admiral of Norfolk in the matter of a whale; cf. *ibid.* 16, wreck in Norfolk; 57, 171; 62, 196 (whales); 58, 119, wreck at Sherringham.

32. Pearce c. De Willan. Spoil; nationality of defendant, Spanish or Hamburgher; *ibid.* 2.

199. Hullcher c. Mallet. Hanse merchants trading with Spain; 51, 21.

File 57, A.D. 1589–90. 129. Sympson c. Turner. Appeal from Vice-Admiral; non-delivery; defence, loss 'casu fortuito et vi tempestatis;' cf. 58, 110, loss by negligence.

125. Johnson c. Bryan. Damage to lighter alongside; *ibid.* 86, 111; 58, 58, 185.

4. Off. Dom. c. Wood. Inquest on one slain on the 'green' at Beaumaris; jurisdiction; 58, 131.

221. Edmunds c. Bury. Share of prize taken by Sir W. Raleigh's 'Britton;' cf. *ibid.* 191 (Raleigh).

File 58, A.D. 1590. 203 Nonez c. the 'Green Dragon;' bottomry; *ibid.* 189; 57, 5.

163. Recognizance to indemnify the Admiral, on delivering an alleged prize to Slye.

160. The 'Angell Gabriel.' Purchase of a prize of Sir F. Drake; cf. 59, 8, 191 (Drake).

179. Off. Dom. c. Joseph. Taking wreck in Cornwall.

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* The File for 1583–4 is missing.

176. Savidge c. George Drake. Allegation that the 'Bountirowe,' Drake's prize, was laden with war material for Spain; *ibid.* 155; **62**, 154, 155. File 59, A.D. 1591–2.

162. Howard c. Watts. Claim to share of a prize (*semble*, the great galleon 'Madre de Dios') worth £100,000, taken in the expedition of 1590. The sailing orders are annexed.

135. Admiralty jurisdiction at Bristol; arrest of ships by Admiralty and Exchequer process.

100. Petition of a wounded seaman for a passport; cf. *ibid.* 99.

64. Fishborne c. the 'St. Mary.' Condemnation of a French ship for trading with Spain, the French Ambassador assenting; *ibid.* 65. Cf. *ibid.* 34, 35, 46 to 57; **60**, 87 to 97.

62. Fones c. Ameredyth. Award of Cæsar, by consent, for salvage; one-third of cargo to salvors, and £18 for ordnance saved.

25. Articles by King of Portugal against Brettye for trading to Guinea; *ibid.* 21, 22, 26.

284. Furtado c. Bowes. Breach of consortship; not assisting the 'Tiger' in distress, **59**, 193. File 60,* A.D. 1591.

235. Off. Dom. c. Stoweleye. Articles for erecting, without a licence, a tidal mill at Fremington, in Devonshire.

168. Appointment of a searcher for uncustomed goods.

140. The 'Maria.' Carrying contraband goods to the Spaniards; *ibid.* 143. Cf. *ibid.* 136-139.

54. Pearse c. Higgins. Share of gold taken in a prize.

27. Glenham c. goods ex 'Fianda.' Prize sentence; Spanish goods, except some sugar taken in exchange for victuals supplied.

149. Letter of Howard directing restitution of the 'Griffyn' seized for not 'valing bonnett' to the Queen's fleet. File 61, A.D. 1593.

128. Order of Council, signed by Cæsar as Vice-Admiral for London, directing stay of ships in apprehension of an Armada; dated 9 Oct. 1587.

127. Prize sentence (on paper); and *passim*.

72. Letter from Howard as to a capture by Drake, without commission.

66. Musgrave c. the 'Roger and Katherine.' Spoil of an anchor from one of Drake's ships in the expedition to the Groyne.

39. Dispute as to Weymouth Admiralty jurisdiction; charters annexed; **62**, 162–164.

37. Trambley c. De Revera. Average contribution; custom.

1. Harwich fishing vessels seized in Iceland by King of Denmark.

219. Alvarez c. Earl of Cumberland; prize sentence. File 62, A.D. 1594.

147. Lidyatt c. Jones. Contempt; suing in Common Pleas on a charter-party made abroad.

128. Muenix c. Sir Geo. Carey. Spoil; *ibid.* 115; **65**, 134, 136.

107. Off. Dom. c. Glenfield. Buying a lion set with emeralds, purloined from a Spanish prize; *ibid.* 108.

86. Hubbock c. Peterson. Fish dues payable to chapel of St. Peter ad Vincula, in the Tower of London; *ibid.* 58; **63**, 164, 165; **65**, 250.

9. Simes c. Oliver. Law merchant; right to detain or alter destination of goods in transitu; *ibid.* 1, 10; **63**, 63–65.

225. Spoil of ship ashore, the crew having got safely to land. File 63, A.D. 1595.

196. Off. Dom. c. Upton. Resisting seizure of uncustomed goods.

185. Off. Dom. c. Watkins. Buying pirate goods.

146. Off. Dom. c. Mullineux and Moore. Claim to wreck at Black Rock on the Mersey; *ibid.* 144, 234, 239; **62**, 95, 169, 172; Miscell. Books 987, 2, 40.

102. Vincentson c. Matthews. Freight payable on captured goods; *ibid.* 101. Cf. *ibid.* 93.

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* This File is wrongly numbered. It should come next before File 59.

78. Hostility of sheriffs and country people to droit-gatherers.

31. Exporting victuals without licence.

23. Cherrie c. Baker. Taking plaintiff's boat stored at Newfoundland.

File 64, A.D. 1596. 106. Barmundeston c. Elwood. Claim to wreck and royal fish—'animalia quæ dicuntur wayffs' at Magna Cotes, Lincolnshire.

76. Lightfoot c. Calve. Loss of wines stowed on deck.

53. Redfern c. Shoemaker. Money lent on 'bommery or bothomry,' whether payable on abandonment of voyage. Cf. **65**, 50; **67**, 37–59, 118; **68**, 106, 107, 114: **69**, 67, 187.

26. De Vrie c. Earl of Essex. Spoil. Cf. **66**, 200.

File 65, A.D. 1597. 242. Off. Dom. c. Randall. Articles against a Vice-Admiral for allowing ships to go to sea during a prest, and for allowing pirates to escape: *ibid.* 68.

236. Kimber c. Sharpington. Damage to a lighter by another lighter negligently moored alongside; **64**, 66, 102; **66**, 177.

220. Maurmiller c. Lowbighe. Not accounting for jewels brought from Germany for sale; for one of which the Queen offered £1000.

133. Russell c. the 'Expedition.' Property in a ship passing by bill of sale, without delivery.

112. Dequindeguy c. Raischley. Spoil of the 'Holy Ghost;' **64**, 28, 70–71, 101.

73. Hukin c. Anwicke. Salvage of goods from a ship wrecked on the Barrows.

69. Johnson c. the 'Black Eagle.' First decrees for wages, necessaries, debts, and bottomry, against the same ship; *ibid.* 48, 53, 57, 59, 61, 65.

24. Award of Dr. Cæsar. Joint capture by the 'Contente' and the 'Pendragon.'

18. Off. Dom. c. Burnell. Articles against Vice-Admiral for Essex; exaction of fees for salvage of a buoyed anchor; transfer of case to High Court; *ibid.* 17.

File 66, A.D. 1598. 138. Diene c. Carter. Buying at sea corn taken from a Dutch ship by a French captor; *ibid.* 88.

124. Thompson c. Diggins. Condemnation of salt bought at sea from a Scot who concealed the fact that it was Spanish, on payment of freight to the Scot;[1] *ibid.* 130–133.

123. Charles c. Crost. Spoil of French ship, with letters of safe conduct, having on board valuables for ransom of Spanish prisoners.

110. Cullimer c. Walton. Spoil by Norris of a Danzic ship with letters of safe conduct. Cf. *ibid.* 25, 46, 97.

90. Grimont c. Bird. Restitution of a ship taken as a French rebel by Dunkirkers; special commission; *ibid.* 168; **67**, 100.

51. James c. Desacre. Attack on the 'Pilgrim' in Newfoundland by Frenchmen: custom as to fishermen reporting themselves to French Admiral there.

30. Bewdolphe c. Gantlett. Trespass on the foreshore of Sheppey, taking 'gould stones and sulphur stones' (? copperas); **67**, 143.

3. Letter of Nottingham, as to a prize taken by the 'Flying Dragon' without commission.

File 67, A.D. 1599. 152. Off. Dom. c. Lady Margaret Hawkins. Restitution of the 'Concord,' arrested for spoiling friends and privateering without commission; *ibid.* 28; **66**, 80; Miscell. Books, 999, a letter of Nottingham.

91. Berry c. Farnell. Taking oysters from 'lanes,' at York fleet.

55. Letter of Nottingham as to the 'Mary,' arrested for desertion. Cf. *ibid.* 48.

File 68, A.D. 1600–1. 204. Forfeiture of sureties' bond; non-appearance; **67**, 13.

215. S. D. N. R. c. prize goods of the 'Lyon's Whelp.' Spanish goods and goods of traders with Spain condemned to the crown. Cf. *ibid.* 143.

203. Waltham c. Sir W. Raleigh. Joint capture by the 'Prudens' and the 'Diamond;' *ibid.* 136–142, 159, 186, 203.

179. Earl of Cumberland c. Penrose. Spoil of a Spanish prize wrecked at Hell Cliff,

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[1] For an early instance of this see Cl. Ed. III. pt. 1, m. 29.

Cornwall; claim of wreck and salvage; Prohibition, Cor. Reg. Mich. 42 and 43 Eliz. rot. 3210; see Dyer, 159, b.

171. Off. Dom. c. Wood. Obstructing water bailiff, measurers, and ferrymen on the Trent, grantees of the Admiral. Cf. *ibid.* 68; 69, 196.

157. Off. Dom. c. White. Articles for trading with Spain, selling a ship contrary to proclamation, and taking timber flotsam off Topsham.

147. Nottingham (Earl), Sir R. Cecil, and Traughton c. Arens. Trading with Spain; *ibid.* 130, 131, 145–147.

108. Leighton c. Peter Moore. Reference to Trinity House as to whether damage to cargo was by weather or fault; report that Moore was a skilful mariner, and no fault. Cf. *ibid.* 105, 172, 218: 69, 173, 186; 68, 128.

98. Mebb c. Vose. Cutting a pilchard seine and taking the fish.

85. Willis c. Prestwood. Fraudulent sale of ship to avoid arrest; *ibid.* 144, 162.

60. S. D. N. R. c. Andreas. Condemnation of a prize to a Queen's ship.

52. Baker c. the 'Arstophilax.' Breach of charter-party of the 'Rosselyn,' chartered by Peregrine Lord Willoughby (deceased) for reprisals; suit against Lord Zouch and Edward Saye, guardians *ad litem* of Robert, Lord Willoughby.

47. Off. Dom. c. Brooks. Concealing wreck and valuables taken from dead bodies ashore at Cuckmere Haven, Sussex; *ibid.* 37; schedule of articles valued at £2000.

32. Sir Thomas Sherley c. the 'St. Anthonie.' Consortship agreement; joint capture. Cf. *ibid.* 24.

19. Jennings c. Crocker. Joint capture by the 'Refusall' (Sir J. Gilbert) and the 'Endeavour;' 69, 27. Cf. *ibid.* 1, 160, 161.

178. Freeman c. Lydiard. Wages of shipwright; prohibition, afterwards withdrawn; see *supra*, p. 66. File 69, A.D. 1602.

162. Off. Dom. c. Debble. Obstructing Millbrook Harbour, and taking anchors and buoys; copy record of V. Admiral's Court. See Miscell. Books 990, 197, a letter of Nottingham, anxious as to jurisdiction.

158. Prestwood c. Marshall. Conversion of ordnance; defence, taken for the Admiral's, 'Mary Margaret;' *ibid.* 121; 68, 58.

155. Nottingham (Earl) c. Cumberland (Earl), Sir R. Cecil, Sir R. Basset, and others c. the 'St. Mark.' Joint capture by the 'Refusall,' the 'Lyon's Claw,' the 'Chance,' the 'Diamond,' and others; *ibid.* 89, 123, 157, 161; 64, 118, a letter from Lady Clifford, as to her husband's absence on service. Cf. Act Book, 153, 25 May, 1603.

VI. The Series of 'Exemplifications' and 'Examinations.'

These two series are now known at the Public Record Office as 'Admiralty Court Miscellaneous Books,' of which series they are Nos. 956 *seq.* and Nos. 218 *seq.* respectively. The Exemplifications begin in 1537, and the Examinations about the same period. The former are loose files of documents, the latter bound volumes. The Examinations are the depositions of witnesses in causes, and, except for the light they throw upon the cases contained in the Files of Libels, are not of general interest. The Exemplifications are of more importance, and contain many documents of great interest, historical and legal. The title 'Exemplifications' is misleading, for the documents are, almost all, either original or drafts. The documents themselves are very miscellaneous in character, but for the most part they relate to the issue of the process of the Court, and to the duties of the Registrar therein. The close connexion between the Admiralty Court and the Council is disclosed very clearly. There are many of the original petitions to the Council by merchants robbed at sea and others, with notes and endorsements showing how they first came before the Council, and were then referred by the Council to the Admiral, and by him to the Judge, and so came to the Registrar, with directions, often in the Admiral's or Judge's handwriting, for the issue of process. There are, besides, a large number of original and other letters of the Council, of the Admirals, and other leading statesmen,

directing and controlling the action of the Court. In some of the Files the signatures of Howard, Clinton, Burghley, and Walsingham are very frequent. Clinton's letters appear to have been sometimes written and signed by his wife, 'Elyzabeth Clynton,' who certainly wrote a much more legible hand than her husband. Some of the letters of the Council belong to the years for which the Act Books of the Council are missing, and contain the only record of the matters to which they relate. Apart from their interest in connexion with the Admiralty Court, they throw light upon the relations of England with France, Spain, the United Provinces, and other foreign states during the stormy years which preceded and followed that of the Spanish Armada. The present writer has hastily glanced through the files of 'Exemplifications' belonging to the period to which these volumes relate, and has collected the following references showing the general character of the documents:

Cargo lost by fault of the ship; liability of shipowner; **956**,[1] 278.

Note as to denial of justice by reason of prohibitions; **956**, 167.

Letter of Hussey, the judge, as to the principles upon which a commissioner to collect wrecked goods is to award salvage; 'and further this ys tascertayne you that as in this case there ys no certen rule ne determynate prescribed order in thadmyrall courte what suche parsones shall have as travayle for the conservation of suche goodes but thorderyng throf ys comytted unto the discression of thofficer of suche place as suche cases chauncethe for the tyme he havyng a juste respecte both to the paynes and labors of the savers and conservers and also unto the kynde of the thynges that ben saved ther masseues (?), and value in iron and brasse and suche other lyke sadder wares beyng under the water the owners and proprietores beyng nether presente ne knoweng or pursueng for the same the maner hathe ben that in suche case the fynders and conservers have had the value of the thyrde parte of the thynge so founden as yt hathe ben worthe to be solde and in all flotyng thynges ut supra the vth parte or ells lesse as the parties colde agree but in this case presente onely by the consentes of the fynders and losers or ells by the discrete order moderacion and meane taxation of the judge;' **956**, 69. See also as to salvage reward, **957**, 163 to 165 (letters of Seymour); **960**, 218.

Freight of oil leaked from casks; **956**, 183. Arbitration; wages; **957**, 165–166.

Licence to diver to salve sunken wreck; **957**, 163, 164, 165, 92; **974**, 81.

Habeas corpus does not run to the Admiralty Court; case of Thomas Pike, **959**, 22.

Dispute between the Admiral and the Warden of the Cinque Ports as to a wreck in Sussex; **959**, 7.

Letter of Northumberland about spoil of a wreck, **960**, 216.

Petition to the Council by the owner of goods insured in a French ship that arbitrators may be appointed, and the insurers made to pay: 'And forasmuche as your said rater hath noe remedye by the ordre and course of the common lawes of the realme and that the ordre of assuraunce is not grounded upon the lawes of the realme but rather a civill and maritime cause to be determined and discided by civilians, or els in the highe courte of the Admiraltye;' **966**, 91; see also as to insurance cases, **965**, 191; Acts of the Privy Council, by Mr. Dasent, 1575–1577, p. 230; Act Book, 140, May 29, 1570, Commission appointing arbitrators or judges; application by Dr. Hector Nunez on behalf of foreign merchants who cannot get their insurance paid, **972**, 101; a similar petition by an Easterling—'forasmuche as the matter . . . consistethe and standeth muche uppon the orders and usages of merchauntes by whom rather than by course of law yt may be forwarded and determyned'—with the reference and commission to English and foreign merchants to hear the case; **968**, 138.

Letter of Clinton as to Sir Hugh Willoughby as to pressing men for his voyage of discovery; **960**, 157.

Grant by the Admiral of wreck in Whitchurch river, Dorset, to Rogers; **962**, 96.

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[1] The number in clarendon type refers to the number of the 'Miscellaneous Books;' the other, to the number of the document in the File

A derelict claimed by Clinton; **963**, 77.

Claims to wreck and Admiralty rights at Penrith, Cornwall, by Sir John Arundell, **963**, 5-4; **971**, 20; by Sir John Killigrew, in Pider Hundred, Cornwall; **971**, 20; and at Helford, **973**, 147; by Fitzwilliam at Maplethorp, Lincolnshire, **965**, 227; by Sir Henry Curwen, in Cumberland; **967**, 202; by Sir John Constable, at Holderness, **962**, 193; and by Sir Henry Constable, **987**, 39; by the Earl of Bedford at 'Anwyke;' **962**, 96.

Letter of Clinton as to spoil of the Spanish treasure ships, contrary to proclamation of Dec. 11, 1568, and letter of assistance from the Council; **963**, 63, 64.

Letter of the Council to mayors and other officers to assist in all cases referred from the Council to the Admiralty; **964**, 289.

Letter of the Council (1568) directing the arrest of a French ship laden with Genoese goods captured in Plymouth harbour by a ship of the Prince of Condé; **963**, 19.

A petition by Faveau, a French merchant, and commission by Clinton to Sir W. Garrard and others to decide an insurance case, with a list of defaulting insurers; **964**, 122, 123, 124. Litteræ certificatoriæ from the Admiralty, certifying to the loss of the goods, so as to enable the assured to recover.

Warrant to the Admiral to grant commissions to the seaports to set out ships against pirates, the towns to have such part of the pirate goods as the Lord Chancellor, the Lord Treasurer, the Barons of the Exchequer, and other persons named may think fit. Instructions to those having commissions, May 22, 1577; **973**, 135; and see **972**, 33, 93, 94, 96; **977**, 51, 57, 65, 92; **975**, 83.

Letter of the Council directing process to issue for the preservation of wrecked goods; **971**, 164 to 167; cf. **970**, 39, 77, commissions issued; commission to Vice-Admirals' judges, with power to decide questions of wreck—'ad cognoscendum et decidendum de wrecco maris magno seu parvo ac de morte submersione et visu corporum' **970**, 45; letter of Nottingham directing a commission to issue to collect 'winde driven' wreck, **988**, 275.

Letter of the Council withdrawing the arrest of a Spanish ship taken by Hawkins (1583) in the Indies; **977**, 94, 95.

Letter of Walsingham directing the discharge from arrest of ships for not paying custom to the King of Spain at the Azores, it being uncertain whether the Azores belong to Spain or Portugal; **976**, 185; and see **975**, 25.

Letters of assistance from the Council, and letters from Walsingham, directing the issue of commissions to preserve wrecked goods or to arrest pirates; **973**, 22 to 37, 104; and *passim*.

Certificate to Burghley and others of a sentence by the Admiralty Court, in a spoil case, for restitution; **972**, 43.

Litteræ certificatoriæ, under seal, stating that cargo was damaged by weather and not by fault; freight therefore payable; **971**, 17.

Letter of Brederode, Admiral of the Prince of Orange, touching a ship captured off Dover; **966**, 14.

Certificate by the Mayor of Dover of spoil by the Governor of Brill, commissioned by the Prince of Orange; **968**, 99; of spoil off Lowestoft, **968**, 88; certificate by the court of damage to cargo by weather and not by fault; **971**, 17.

Submission of the bailiffs of Weymouth to the Admiral. They agree not to exercise Admiral jurisdiction 'nisi de hiis tantum qui contingant et oriantur in dicta villa et portu ejusdem inter burgenses et homines suos et non aliter In quibus stilum aut nomen Admiralli quovis quesito colore non usurpabunt neque de piratis aut eorum bonis se intromittant.' They are to have anchorage and casualties, but not pirate goods, and they are to execute process of the High Court (22 Sep. 1583); **977**, 196. Cf. Act Book 148, 21 Aug. 1589, a similar disclaimer of Admiralty rights by the Mayor of Beaumaris.

Letter of the Council directing process against pirates, to be racked, if necessary, so as to make them disclose their accomplices and victuallers; **977**, 191; letter of Burghley on the same subject, stating the urgency of the French Ambassador; **977**, 193.

Letter of Howard as to reprisals against Spain, 978, 241 ; Articles issued by the Council as to reprisals (9 July, 1585), with a list of the ships to have commissions, 978, 242.

Licence for the Hull Trinity House to take tolls for buoys and beacons, 978, 158.

Letter of the Council directing the recall of reprisals issued against men of St. Malo ; desire of the Queen to be on good terms with France ; 978, 127.

Warrant to collect wreck on the Goodwins, 978, 149.

Letter of Howard as to the sale by Flushingers of their prizes in Devonshire ports (Dec. 14, 1585) ; 978, 104 ; as to taking security from shipmasters not to victual enemies ; 978, 129.

Licence to Patrick Bleares, Howard's chaplain, to place beacons and buoys on the coasts of Devon and Cornwall, and to take tolls (1587) ; 978, 104.

Letters of Francis Drake to Howard, 26 Dec. 1587, 'I can do without the Grace ;' 979, 9.

Letter of Howard, ' I doo especially desire that all the Frenche maie bee satisfied with justice to the uttermost ' (June 9, 1587) ; 979, 210.

Letters from Howard ' fro of abord her majesties good ship the Arke this 29 June 1588,' touching buyers of pirate goods ; 980, 57.

Warrant to Howard to grant commissions for reprisals against French Leaguers, Nov. 1589 ; 981, 51 ; letters of Walsingham and Howard as to the French King's interest in Leaguer prizes, 982, 12, 133, 196 ; 985, 63, 99, 129.

Letters of Howard as to stay of causes until one of the parties has performed H.M. Service, 982, 9 ; because the plaintiff, Dr. Hector [Nonez], is a 'notorious instrument againste her Majesty and this State,' 982, 69 ; until the Admiral comes to London ; 982, 114.

Letter of Howard (Aug. 16, 1590) as to the insertion of a clause in commissions for reprisal forfeiting the ship if friends are spoiled, 982, 152 ; as to taking out from prizes six of the ' best ' Spaniards for exchanging purposes ; 983, 48.

Regulations as to letters of reprisal, July 9, 1585, July 20, 1589 ; 984, 113.

Letter of Howard, 985, 13.

Remembrances touching Articles for convoy of the Bordeaux fleet (Sep. 24, 1590) ; letters of Howard thereon ; 982, 130 to 132.

Letter of the Council as to diamonds, rubies, and pearls captured. The Queen keeps the pearls and gives the rest to the captors ; 984, 103.

Letter of the Council as to the lewd practices of a shipowner in not delivering a chest belonging to one of Antwerp, directing his arrest ; 985, 114.

Letter of Howard as to a ship salved ' wherof in right of savage he (the salver) is entitled to on half ;' the owner ' on whom I have bestowed it ' is to have the other half, compounding for salvage thereof ; 985, 75, cf. Act Book 141, Apr. 3, 1572.

Unlawful fishing ; 986, 95 ; 966, 192 ; 967, 65 ; 968, 172 ; 973, 67 ; Articles for the government of the Clovelly herring fleet, 989, 75.

Applications to the Admiral for licences to beg, by distressed or wounded seamen and others ; 986, 28 (these are very frequent).

Letter, March 17, 1595, of Howard, directing the appointment of the Lord Treasurer as his deputy in his absence ' as the last was you made in 1558 ;' 986, 3.

Supply of seamen for the fleet ; 986, 28.

Contraband goods seized by Sir John Gilbert ; question as to linen (sail) cloths : 988, 304. Cf. Act Book 149, Dec. 22, 1591, an order of the Council.

Indictments of pirates ; 988, 130.

Opinion of the Chief Justices as to the power of spoil commissioners to issue execution ; 988, 9.

Fish dues payable to the chapel in the Tower of London ; inspeximus of charters of Hen. I. and Ed. III. ; 987, 169.

Petition of Ellice ap Even, who had travelled from Wales to London to answer for money taken by him from a dead man on the Flintshire sands. The money was claimed

by the Vice-Admiral and by the dead man's bro her; 988, 266. Cf. 984, 155, warrant to arrest men who have rifled bodies of the drowned.

Letter of Nottingham directing a commission to collect and save wrecked goods; 989, 95; 962, 154; 963, 136.

Letter of Nottingham as to the practice of selling prizes abroad; 990, 110.

Deodand; letter of Nottingham as to money taken from the body of a drowned man; 988, 266, 267. Restitution of the 'Gabriell,' forfeited as a deodand for running down a wherry and drowning a man; 990, 27.

Letter of Nottingham as to prizes taken by Carey before, but condemned after, the death of the Queen; 990, 18.

VII. The Later Records.

History of the court.

Space permits of only a few remarks on the records subsequent to the reign of Elizabeth. Notwithstanding the determined attack upon the Admiralty Court by the common law judges, the business transacted by it during the seventeenth century was very considerable. Its character is very similar to that of the sixteenth century. The list of forty-five prohibitions issued during the first eight years of the reign of James I. has already been mentioned.[1] It shows that in the view of the common law judges the Admiralty had no jurisdiction in most of the matters with which it had hitherto dealt. Collision in a county, wreck (or salvage), charter-parties, bills of lading, bottomry, wages, piracy, and even prize were all held to be matters for prohibition. Nevertheless the court, whether by right or by sufferance, went on very much as before until the Restoration. During the Commonwealth its business seems even to have increased, owing, probably, to an ordinance of Parliament which declared or gave the jurisdiction which it claimed. With the Restoration the attack of the common lawyers upon the court began afresh, perhaps encouraged by the disfavour which then attached to all the doings of the Commonwealth, including the recent settlement of the Admiralty jurisdiction. The efforts of Sir Leoline Jenkins to induce Parliament to confirm that settlement, and their final failure, are historical;[2] ample references to them occur in the Admiralty Court records.[3] The decadence of the Court dates from this period. Admiralty lawyers then gave up a hopeless struggle with the common law judges, and the business of the court rapidly declined. During the eighteenth and early part of the nineteenth century the business consisted principally of piracy, salvage, collision, wages, and bottomry suits, but the amount of the business was trifling, compared with that of former years; and the jurisdiction, even in these matters, was questioned by occasional prohibitions.

Notwithstanding one or two prohibitions in matters of prize, the jurisdiction upon this subject was never seriously contested, and it was finally recognised towards the end of the eighteenth century.[4] The separation of prize from instance business appears to have been made shortly after the Restoration, partly, perhaps, in consequence of conflicting claims of Charles II. and the Duke of York, the Admiral, to certain droits. From this time the instance and prize records are kept distinct.

The references given below to the later Files of Libels are merely notes of matters which caught the eye of the present writer in the course of an examination of the records for the purpose of tracing the history of the law as to division of loss in case of collision. They are far from being complete or exhaustive. The printed extracts from the records

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[1] *Supra*, p. lvii.

[2] Sir L. Jenkins' argument before the House of Lords in favour of the measure is printed in Wynne's *Life of Sir L. Jenkins*, Vol. I. p. lxxvi. See also Harl. Miscell. 371, for a good statement of the case for the Admiralty.

[3] See Miscell. 29, 243, and elsewhere, where the drafts of the bill and many of Sir L. Jenkins' papers are to be found.

[4] See Lindo *v.* Rodney, 2 Dougl. 213, note. A consultation was awarded in a prize case in 1559; Miscell. 52.

contained in this and the preceding volume indicate the general character of the cases. Many of the principal events of English history leave their traces upon the records. The wars with Spain, France, and Holland, the contest between Charles I. and the Parliament, the Irish and Scotch rebellions, the beginning of our colonial trade, the founding of the East India Company, and its contests with the rival Dutch Company in the far East, and, in later days, the coarse piracy of Captain Kidd and his companions, are all illustrated by the records. The names of Gondomar (De Acuna) and the various ambassadors of foreign powers, of Buckingham, Warwick, Northumberland, Pennington, Blake, Prince Rupert, Pepys, Sir Henry Morgan, the Duke of York, and even of Captain Kidd, and Toussaint L'Ouverture,[1] the negro patriot of San Domingo, all occur with more or less frequency throughout the records. A few references to these are given below.

Growth of maritime law.

Meanwhile maritime and commercial law is slowly growing into shape. It seems to be clear that its earliest growth was in the Admiralty, and not in the common law courts. Before the latter had finally established their supremacy, many points of maritime law that were afterwards painfully elaborated by the common lawyers had for at least a century been familiar to the civilians. The liability of the shipowner as carrier for loss by thieves, which was discussed at Westminster in 1671,[2] was treated as clear law in Admiralty so early as 1640,[3] and probably earlier.[4] Similarly general average, insurance, and the negotiability of bills of exchange and bills of lading, all matters of rare occurrence in the Westminster Courts during the Elizabethan and Stuart period, were very frequent in the Admiralty. The Westminster Courts elaborated their law upon these and many other points of commercial law, without much reference to the previous decisions of the Admiralty. These were probably treated as decisions of an inferior court that had no jurisdiction. Nevertheless the common law, with tardy steps, followed the Admiralty in many of its decisions, perhaps unconsciously, and certainly without acknowledgment. Sir Matthew Hale[5] is careful to point out that the common law courts, as well as the Admiralty, administered the civil law, so far as, by the law of England, the civil law was applicable to maritime cases; and the supremacy of the former being established, the decision as to what was the law of England was necessarily in their hands.

Insurance.

Insurance law alone owes little to Admiralty judges. The court of Admiralty does not seem to have given satisfaction to underwriters or merchants. With the exception of a few cases which found their way into the court during the latter half of the sixteenth century, most of which are noticed in the present volume, there is little to be found on the records relating to insurance. An attempt was made in the early part of the seventeenth century to erect a special tribunal for the trial of insurance cases, but the court proved a failure, and the English law of marine insurance is mainly the creation of Lord Mansfield. Until the middle of the eighteenth century, insurance cases were settled for the most part by arbitration, or by some domestic tribunal, or were referred by the Council or the Admiralty to special commissioners appointed *ad hoc*.

The records: Court of Delegates.

The records of the Delegates, the court of appeal from the Admiralty, commence early in the seventeenth century.[6] The Delegates' Assignation Books, Delegates' Process Books, and a few of the Delegates' sentences are extant. They relate chiefly to ecclesiastical cases, but a few from the Admiralty are amongst them.

Drawing-up of sentences.

Sentences ceased to be drawn up about the middle of the eighteenth century. After that date, interlocutory decrees took the place of sentences, and the registrar's note in the Assignation book is the only record of the decision of the court.

Numbering of documents.

The system of numbering the documents in the Files of Libels is changed in the early part of the seventeenth century, when the numbering begins at the bottom instead of the top of the File.

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[1] Miscell. 158 (autograph).

[2] Morse *c.* Slew, 3 Keb. 72, 112, 135.

[3] Reade *c.* Stile, File 102, No. 269; and see Wright *c.* Lenthall, File 112, No. 151.

[4] See pp. xliii, 146; and Beck *c.* Nicholls, Act Book, No. 148, August 4, 1587.

[5] Hargr. MSS. 93, fo. 11, 12.

[6] The earlier records were destroyed in the Fire of London. Hargreaves MSS. 391, fo. 283.

The 'Miscellaneous bundles.'

Amongst the Admiralty Court papers at the Public Record Office are some three hundred paper bundles known as 'Miscellaneous.' Their contents consist, for the most part, of 'ship papers' or log books, manifests, bills of lading, invoices, merchants' account books, and private letters taken from prizes captured during the last century. But mixed up with these is a very miscellaneous collection of documents which accumulated in the Admiralty Registry between the close of the sixteenth and the beginning of the present century. The important File of Prohibitions is there,[1] as well as a number of loose prohibitions of later date. There is also a File of Patents granted to and by the Admirals from 1519 downwards. The number of 'attestations' or depositions of witnesses in prize cases taken upon commission during the Commonwealth and Stuart period is very large. References to a few of the more interesting of the documents in the 'Miscellaneous' bundles and in the Files of Libels subsequent to the death of Elizabeth are here given.

Shipowner's liability as carrier.

Liability of shipowner as carrier: Ship to pay for non-delivery from whatever cause, **112**,[2] 151; proof of loss by peril of sea is in Admiralty, and not elsewhere, **112**, 225; by custom and by the civil and maritime law the ship is liable for embezzlement or deterioration or spoiling of cargo, **119**, 176; shipowner liable for loss by fire, **97**, 13; for bullion lost by ship sinking, **81**, 143, 311, 327; **103**, 239; **104**, 145, 146; allegation that the shipowner lost the goods by 'negligentiâ seu saltem non tradidisse,' **114**, 101; passenger's luggage at own risk, **110**, 69; timber carried on deck at owner's request, **78**, 91; effect of bill of lading, shipowner liable for leakage and deterioration of wine after signing, **79**, 65, 80, 103; cf. **76**, 95; **111**, 203. As to the modern exception of act of God, see **109**, 8, where a collision happened accidentally 'so pleased God.' Cf. S.P. Dom., Chas. I., Vol. 486, No. 83, a collision by mischance or 'the hand of God.'

In a contemporary paper, drawn up apparently by an Admiralty practitioner, containing an answer to Lord Coke's Articles of the Admiralty, it is stated that primage and average are a gratuity to seamen for their care of the cargo, that loss of goods by stealing of the crew is paid for out of freight; and that loss by casualty of the sea is borne by the goods' owner, and not by the shipowner; Miscell. 243.

Negotium probationis damni

'*Negotium probationis damni*' is the title of a proceeding which occurs very frequently during the seventeenth and eighteenth centuries. It seems to have been an *ex parte* proceeding in the nature of a protest, instituted by a shipowner or master, to prevent a suit being brought for non-delivery of goods lost by peril of the sea, or to enable the merchant to recover insurance; occasionally, but rarely, a sentence followed, absolving the shipowner from liability; **115**, 145, 146, 147, is an instance of such a sentence.

Negotiability of bill of lading.

Assignment of goods by delivery of the bill of lading: **76**, 135; Flute's case, **94**, 148, 169; **95**, 3, 88, 143, 144, 158, 167; where the shipmaster was sued in Admiralty for delivering a bar of silver to one who had fraudulently obtained the bill of lading. Sentence having been given in his favour, the owner of the silver got a prohibition, and sued at law; see S. P. Dom., Chas. I., Vol. 381, fo. 4, a letter from Sir H. Marten to the Chief Justice; prohibition, Miscell. 57. And see Gravenor c. Flute, a bill in Chancery for fraudulently getting possession of a bill of lading, Miscell. 230.

The Thames Admiralty Ordinances as to.

Fishery jurisdiction: Ordinances for the regulation of fishery in the Thames, and as to the marking of the position of anchors by buoys, are frequently mentioned; **90**, 302; **112**, 78, 180; **122**, 44. These appear to have been presentments of juries at Admiralty sessions,[3] see Miscell. 29, 39, 229, where a copy of the articles will be found. Grounding upon unbuoyed anchors was a very frequent cause of loss, and amongst the records are many sentences condemning the owners of unbuoyed anchors in damages.

Curiosities.

Curiosities: A book of the customs of Guernsey, compiled in pursuance of an

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[1] Miscell. 67.

[2] The figures in clarendon type refer to the Files of Libels; the others to the document upon the File.

[3] Cf. the Inquisition of Queenborough and Rowghton's Articles in the Black Book of the Admiralty, Rolls Series, Vol. I. pp. 149, 221.

Order in Council of 1568 and 1580–2, together with the Order in Council of 1568,[1] Miscell. 235. A narrow parchment copy of 'De officio Admirallitatis,' or of the additions to the Inquisition of Queenborough;[2] Miscell. 229; a copy of this in Sir L. Jenkins' handwriting, Miscell. 39. A bill of health 'por no aver le peste' (1544), Miscell. 69. A mutineers' round robin, 91, 324. The mark of arrest by the Admiralty court was a broad arrow on the mast, 101, 174. The pirates' black flag and cross bones mentioned, 134, 117. Catalogue of a sale by the court at the Royal Exchange of jewels and gold dust of great value captured from pirates, 127, 107, 110; 128, 141. Patent to Sir John Killigrew to build a beacon on the Lizard, Miscell. 230, 239. A card, with movable string attached, used in navigation, Miscell. 111. The 'Royal George' ship's articles (1767), Miscell. 1767. Merchants' account books in Arabic (or Persian ?), taken from the 'Santa Katherina' (1747), Miscell. 46, 47, 48. Voyage to Virginia (1633), Miscell. 58. Rolle d'Equipage (1758) of 'Le Téméraire,' Miscell. 96. Dutch charts of the Channel and Bay of Biscay (*circa* 1750), Miscell. 98. Receipts for payment of Dungeness and Foreland light dues, Miscell. 13, 15, 74, 78, 80, 82, 85, 92. Mortgage of a ship (1644), Miscell. 232. Mariners' contract (1631), Miscell. 230. Ship papers from prizes taken in Vigo Bay (1702), Miscell. 184. Règlement du Roy as to the sharing of prizes by 'vaisseaux armés en course,' Miscell. 1747. Records of Admiralty court of Jamaica (1662), Miscell. 60. Is a monkey a dangerous animal? This question arose in 1642. The master of the 'Success' sues the master of the 'Sunflower' for injuries to Richard Child, one of his crew, by a 'certaine wilde beaste called a munkey ape or baboone,' which he kept for his pleasure 'or some other respect,' but unchained, so that it escaped, and 'without any provocation or cause given him by the said Richard Child' seized upon and bit him severely; 106, 156. Ambergris,[3] 3 lbs. worth £150, 113, 39. Ordinance of the States General, privateers, Miscell. 258. The silver oar, S. P. Dom. Car. I., vol. 98, No. 47.

De Acuna (Spanish Ambassador) c. Brazil wood ex 'Paragon,' and c. Puntys and others; sentence absolutory. The defence was that the wood was not cut in dominions of the King of Spain, but where 'the savadge people . . . . do kill and eate so manie of the Kinge of Spaine's subjectes as they doe or can take and surprize;' 78, 201.[4]

The King's streams. *The King's streams*: Seizure of ships in English territorial waters;[5] violation of the King's 'streams' or 'Chambers;' limits of the realm; 71, 142; 90, 91, 92; 93, 122; 94, 71, 245; 97, 51 (mare Anglicanum); 98, 346; 108, 267; Miscell. 242.

Visitation and search. Right of visitation and search; royal ships, 94, 98, 202, 242, 257; 95, 65; ships under convoy, 124, 292.

Reported cases. *Reported cases.*—Fleming c. Yates, Bulstr. pt. 3, 205, taking kelp in the Severn, prohibition, is 73, 185. Justiniano c. Poyntz, Bulst. pt. 2, 322, is 78, 195, 201. Violet c. Blake (or Blague), Cro. Jac. 504 (where it is wrongly referred to as a case of collision), is detinue of a ship at Blackwall, 79, 100. Tasker c. Gale, Roll Alr. 533, is 391, 282. De Villiers' case, Hob. 79, is 75, 35, 53, and elsewhere. Don Alfonso c. Cornero, Hob. 212, is 76, 156. Justin c. Ballam, 1 Salk. 34, is 129, 211.

Wreck. *Wreck and Royal fish*, right to: at Ravenspron (Sir H. Constable), 78, 46; Orford, 86, 175; in Yorkshire, 91, 73; at Bridlington, 92, 75; Whitby (Sir H. Cholmby), 92, 31; Mutford, Suffolk, 96, 46; Slapton, Devonshire (Sir F. Popham), 99, 69; Abbotsbury, Dorset, 114, 211; Littlehampton, 77, 295; at Sutton, in Lincolnshire, Miscell. 53;

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[1] Cf. Acts of the Privy Council 1580–1, p. 174.

[2] See Black Book of the Admiralty, Rolls Ser. Vol. I. pp. 149, 221.

[3] Ambergris was a droit of the Crown.

[4] This is Poyntz' case referred to 2 Bulst. 322.

[5] A case of fighting in 'the king's streams' is mentioned in Sir Julius Cæsar's papers. In 1528 a fight occurred in the estuary of the Thames between a French and a Flemish ship. The Fleming chased the Frenchman up to the Tower wharf, and there boarded him. Sir Edward Walsingham, Lieutenant of the Tower, seized both ships and their crews, and the matter came before the Council, who made an end of it. Add. MSS. Br. Mus. 12,496, fo. 383.

Portland (1637), Miscell. 250. Claim by the Crown to a wreck on the coasts of the Great Mogul, **134**, 160; on the Malabar coast, **134**, 100.

Collision, with a sunken lighter, **79**, 21, 118; a wear,[1] **79**, 100-101; a ship on the stocks, **81**, 76, 80; a house, **105**, 310; a dredger, **97**, 12; **102**, 40, 216; London Bridge, **93**, 54. *Semble*, no maritime lien for, **120**, 26. Limit of liability for, liability of cargo owners, **139**, 25. Collision; division of loss.

The following is a short statement of the cases as to division of loss in case of collision. During the sixteenth century collision cases are very rare. In the seventeenth century they abound. There is no sentence of any judge prior to Sir Julius Cæsar for division of loss; full damages were always given, or none. The judges who succeeded Cæsar, for a collision caused by the defendant's fault, sometimes gave full damages, sometimes half, sometimes less than half. Sometimes they gave half damages where there was no fault in either ship, and sometimes where the cause of collision was left in uncertainty. Not until 1789 was the loss divided where both ships were in fault; and not until 1824 was it decided that the loss must, in such case, be divided equally.

In 1608[2] and again in 1610[3] sentences were passed for full damages where the collision was caused by the fault of the defendant—'voluntarie saltem per ejus incuriam sive negligentiam.' In 1614[4] occurs the first sentence for half damages. The defendant, being alone in fault, was condemned by Dr. Dunn in half the loss to cargo on board the other ship, and in the whole of the loss to the ship. In the same year, however, full damages are given in another case,[5] and, apparently, again in 1623.[6] In 1626,[7] half damages are given by Sir Henry Marten against a defendant who lay at anchor in the middle of the Thames for two tides and refused to weigh his anchor, which afterwards holed the plaintiff's ship. In 1628[8] Sir H. Marten gives full damages for a collision caused by the defendant's fault: also in two cases of 1632.[9] In 1630[10] the same judge gives sentence for half damages, where the defendant's ship was alone in fault; and in the following years three other sentences to the same effect.[11] In 1635[12] there is a sentence for full damages; and two others follow, to the like effect.[13] In 1639[14] the innocent shipowner and cargo-owner recover only half their losses; but in another[15] case of the same year the ship owner recovers full damages.

In 1642 Dr. Zouch was judge of the Admiralty. By a sentence of that year implying, but not expressly finding, fault in the defendant's ship, he gives half damages.[16] By another sentence[17] of 1643, for reasons not stated—'ex certis causis nos et animum

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[1] Locum piscatorium.

[2] Ditton *c.* Bond, File 73, No. 275 (Dr. Crompton, judge).

[3] Nottingham *c.* Carnabye, File 74, No. 151 (Dr. Trevor, judge).

[4] Ruckton *c.* Lambton, File 76, No. 33. The ship arrested in this case belonged to the owner of the wrongdoing ship, but was not the wrongdoing ship herself.

[5] Per Duen *c.* March, File 76, No. 463.

[6] Cruse *c.* Wynne, File 82, No. 56; Baker *c.* Corditt, File 82, No. 53.

[7] Bunne *c.* Williamson, File 84, No. 463.

[8] Thredgold *c.* Goslinge, File 85, No. 325.

[9] Sneddall *c.* Leigh, File 90, No. 268; Rothwell *c.* Lucas, File 90, No. 265. In these cases the collisions are stated to have been caused 'culpâ et negligentiâ,' or 'culpâ incuriâ et supremâ negligentiâ.' In another suit for negligence the loss is stated to have been caused 'culpâ, negligentiâ, vel incuriâ, vel occasione' of the defendant; see File 88, No. 157.

[10] Rutter *c.* Ribatira, File 89, No. 241.

[11] Stevens *c.* Trehawke, File 91, No. 27; Clarke *c.* Beck, File 92, No. 195; St. John *c.* Grant, File 92, No. 51.

[12] Page *c.* Haslewood, File 93, No. 243.

[13] Leigh *c.* Ireland, File 96, No. 153; Gardiner *c.* Bright, File 97, No. 174, where the collision is stated to have been 'de industriâ seu culpâ.'

[14] Colthurst *c.* Sandall, File 98, No. 58: Wilkinson *c.* Clarke, File 98, No. 107.

[15] Seagars *c.* the 'Haddock,' File 101, Nos. 37, 161. In this case the owner of cargo on the innocent ship had recovered full damages against his shipowner upon the bill of lading.

[16] Keddye *c.* De Frances, File 106, No. 29.

[17] Kinge *c.* Johnson, File 106, No. 121. The same words are used in a sentence for pro ratâ freight, File 106, No. 79.

nostrum in hâc parte moventibus'—out of £1,800, the full damages, he gives £400 only.[1] In this sentence the words 'per crassam suam negligentiam' are struck out. The loss was caused by the defendant letting go his anchor and breaking, or fouling, that of the plaintiff's ship, whereby she drove ashore with her cargo and was damaged. In 1643[2] there is a sentence, in which the words 'incuriâ et negligentiâ' are struck out, giving half damages. By another sentence[3] of the same year, the full damages being £680, Dr. Sames—'ex certis causis' as before—gives £320 only; and by another,[4] where the loss is £30, he gives £12 10*s*. only. In both these sentences words imputing fault to the defendant are struck out. By sentences of 1644 and 1645 full damages are given in one case,[5] and half damages in another.[6] In both negligence is expressly found against the defendant.

In 1647[7] half damages are given, for the first time, because the cause of loss is uncertain. In the same year there is a unique case[8] where, no fault being found in either ship, the owners of the ship that sinks, and the owners of cargo on board her, recover, by twenty separate sentences, half their respective losses by way of general average contribution against the owners of the other ship. The collision was at sea, and the defendant's ship was held fast to the plaintiff's by the anchor of the latter which had holed her. In order, as the sentence states, to save the defendant's ship, her crew cut her clear by severing her cable and sending the plaintiff's ship adrift, whereupon she sank with her cargo. In the next year (1648)[9] half damages are given for an anchor and cable lost through the other ship chafing it—not, as it appears, by negligence—the word 'incuriâ' being struck out of the sentence. But in the same year a ship recovers full damages for her loss by striking upon the other ship's unbuoyed anchor;[10] and four sentences for full damages against defendants' ship alone in fault follow.[11] In 1654[12] a defendant is dismissed because no fault is proved against him; and against a defendant in fault full damages are given.[13]

Next year[14] (1655) half damages are given for a collision caused without fault, and also where the cause is uncertain.[15] In 1659[16] a ship damaged by an unbuoyed anchor recovers half her loss; and in 1663[17] a like sentence is passed, with an express finding that the collision was caused by stress of weather, and that both ships had done all they could to avoid it. But for loss caused by the fault of the defendant full damages are given.[18]

In 1664 Dr. Exton, in two cases where the collision was accidental—'casu fortuito'—gave half damages;[19] and in 1668, where a ship with her keel accidentally cut the cable of another, Sir Leoline Jenkins gave half the value of the lost anchor and cable.[20] In

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[1] Partial damages seem to have been sometimes given by arbitrators. Thus in 1687 there is an award that the loss was caused as to one third by ship A, as to one third by stress of weather, and that the remaining third should be paid by the defendant, 'the aggressor and moving cause,' **123**, 151; cf. vol. i. p. 90.

[2] By Dr. Sames, surrogate for Dr. Zouch. Belitha *c.* Burwood, File 106, No. 194.

[3] Blowers *c.* Starlinge, File 106, No. 227.

[4] Powell *c.* Trevyne, File 107, No. 34.

[5] Creame *c.* Yaxley, File 107, No. 68.

[6] White *c.* Walker, File 107, No. 189.

[7] By Drs. Clerk and Exton, the Commonwealth Judges; Grube *c.* Stagg, File 108, No. 342.

[8] Bury *c.* Gold, File 108, Nos. 350 *seq.* These sentences were varied on appeal by consent, by substituting half for full damages; see one of the sentences of the Delegates printed in Marsden's *Admiralty Cases*, p. 235.

[9] Pooty *c.* Rudd, File 109, No. 118.

[10] Knott *c.* Foulgier, File 109, No. 119.

[11] Arthur *c.* Ford, File 110, No. 82; Slaney *c.* Hopwood, File 110, No. 80; Crandley *c.* Porteer, File 109, No. 313; Brake *c.* the 'Piper,' File 111, No. 294.

[12] Dorvill *c.* Tresaur, File 112, No. 319.

[13] Hall *c.* Hill, File 112, No. 240.

[14] Yaxley *c.* Delavall, File 113, No. 67; 'incuriâ' struck out of the sentence.

[15] Lawe *c.* Lee, File 113, No. 223; Cooper *c.* Breeze, File 114, No. 34.

[16] Swyre *c.* Church, File 114, No. 86.

[17] Martyn *c.* Greene, File 115, No. 95.

[18] Jocelyn *c.* Wickett, File 115, No. 91. Both these last sentences are by Dr. Exton.

[19] Peers *c.* Cole, File 116, No. 4; Haberdyne *c.* Reeves, File 116, No. 3.

[20] Parke *c.* Sorrell, File 116, No. 160.

1673[1] nautical experts—consilium artis nauticæ peritorum—are for the first time called in. They concur in a sentence finding the defendant ship alone in fault, and the judge, Sir Leoline Jenkins, gives half damages. In 1675, in three cases[2] where the cause of collision is stated to be uncertain, Sir Leoline Jenkins applying, as he states, the general maritime law—'nos dispositionem juris maritimæ in hâc parte apud omnes gentes receptissimi sequentes'—gives half damages. In one of these cases, Williams c. Marten, the decision in the modern case[3] of the 'Voorwaarts' and the 'Khedive' is anticipated, and both ships having been damaged, one more extensively than the other, sentence goes against the latter for half the balance of the loss. In 1677[4] and again in 1678[5] half damages are given by Sir Richard Lloyd, surrogate for Jenkins, in the one case because, by reason of the contrariety of witnesses and difficulty of proof, the loss must be deemed to have been caused by accident (casu fortuito), and in the other case because it does not appear that the collision was wilful—'ex studio aut malitiâ aut invidiâ'—but the same year[6] and again in 1690,[7] where it was by negligence—'negligentiâ vel ignorantiâ'—full damages are given. In 1693,[8] where the cause of collision is uncertain, Sir Charles Hedges orders that the loss shall be borne and paid by each party in equal shares—'damnum de jure esse aequiter sustinendum et solvendum.' The cases in which the rule of division of loss has been applied subsequently to 1693 are published elsewhere.[9]

It is worthy of remark that about the time when the division of loss first appears in English records, the Dutch courts were applying similar law. Neostadius, writing at the beginning of the seventeenth century, says: 'Curia, cum de culpæ anthore non constat, vel quod utrobique culpa par erat, damnum commune ad utrumque spectare censuit, condemnavitique reum ut damni semissem præstaret, sententiæ executione in ipsam navem dirigendâ mercesque sequestratas.'[10]

Other matters noted in the later records:—

Other matters in the later records.

Pilchard seining; right to fishery, and disputes arising out of; 70, 57, 91, 112; 98, 27, 313; 101, 221; 97, 99, 227; 99, 107, 108.

Freight, pro ratâ; 70, 247, 267; 106, 79; 111, 82, 123; 112, 278.

Ownership. The master of an English privateer put the crew of a captured Spanish ship into her, who sold her in France. On her return to England her owner claimed her, and brought actions in the Admiralty and at common law. Injunction from Chancery to restrain the action at law. Dumble c. Fleurie; 73, 222-3, 216; see S. P. Dom. Jac. I., Vol. 208, fo. 532; Depositions Exch. of Pleas 6 Jac. I., No. 16; Act Book, December 1, 1608.

Sentence for restitution 'post maturam deliberationem coram . . . rege;' Justiniano (Venetian Ambassador) c. Brooke; 73, 176.

Newfoundland fishery; 73, 175.

Tobacco condemned to De Velasco, Spanish Ambassador, as felon's goods; 75, 156.

Average contribution—goods 'cast in a naverage;' 74, 106; 75, 89; 76, 227.

Barbary slaves; 76, 200; 99, 1.

Deodand. Composition with the Admiral (£20) for drowning people in a collision; 78, 154; 76, 20; 82, 129; 113, 155.[11]

Beaconage at Falmouth, claim of the Admiral to; 78, 25; 79, 1, 10, 25.

Short delivery; liability for leakage; 79, 65, 80, 103.

Fishing during close time; 80, 94, 95, 96.

Sale of dead man's goods at the mast; 80, 12-1; 110, 244: 98, 287.

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[1] Cornwallis *c.* Noden, File 117, No. 145.

[2] Potter *c.* Keeble, Williams *c.* Marten, Brown *c.* Gravenor, all in File 117, Nos. 145, 141, 144.

[3] 7 App. Cas. 795.

[4] Jermin *c.* Shadfurth, File 119, No. 46.

[5] Brown *c.* Gravenor, File 118, No. 43; affirmed by the delegates 7th May, 1678, *nom.* Harper *c.* Gravenor.

[6] Newman *c.* Lacy, File 119, No. 151.

[7] Russell *c.* Joad, File 124, No. 41.

[8] Jackson *c.* Thompson, File 125, No. 69.

[9] Marsden's Collisions at Sea.

[10] Neostadius, p. 196. I am indebted to Mr. J. B. C. Stephen for this reference.

[11] In this case the deceased was careless, and 'taking tobacco.'

Charter-party, lay days, working days ; **81**, 177.

Winterton lighthouse dues ; **81**, 59, 60, 67 ; **82**, 178, 179.

Virginia, voyage of the 'Neptune' to, with Lord De la Warre as captain-general; **81**, 6.

De Colonia c. De Sconwell. Claim by Spanish Ambassador against Netherlands Ambassador to ships captured by Netherlanders ; **82**, 83, 133, 165 ; **81**, 7, 237.

Claim by East India Company to Portuguese carracks taken by the 'Royal Exchange ;' **82**, 69, 75 ; **84**, 50, 52.

No right to search ship under convoy, **124**, 292 ; **125**, 102, 103.

Reprisal against the States General ; £151,612 for capture of the 'Bona Esperanza' and the 'Henry Bona Adventure' by the Dutch E.I. Co. in the East ; Miscell. 29.

Claim for £50,000 by the East India Co. against the master of the 'Whale,' lost by him ; **82**, 6.

Prizes under letters of reprisal issued by the United Provinces ; **83**, 87, 88, 91, 107.

Proclamation against carrying contraband to Spain ; **84**, 275 ; **85**, 172.

Ship forfeited for non-payment of customs ; **85**, 206, 306, 414.

Non-delivery of passengers in Virginia ; **89**, 263 ; negro 'passengers,' **96**, 21.

Claim of the Duke of Buckingham (Admiral) to lagon ex 'Phœnix' recovered by a diver, who had a warrant to salve ; **89**, 274 ; **90**, 133 ; **93**, 90, 218, 261 ; **94**, 41, 44 ; **95**, 136.

Sentence against a passenger for half the value of the ship, which, at his request, had been run ashore to save his life ; **90**, 281.

Claim for £10,000 by East India Co. against the master of the 'Swallow' for the loss of the 'Charles,' set fire to by the 'Swallow,' being herself set on fire through saluting the 'Charles' in the East ; **91**, 198.

Lord Baltimore c. Orchard. Desertion on voyage to Maryland ; **93**, 114, 134, 154 ; **98**, 209, 278 ; **99**, 207.

Boats forfeited for trawling, contrary to proclamation ; **93**, 1–5, 56.

Claim for pulling down a stone wall 'fladge,' or fishing place, at the Isle of Despear, Newfoundland ; **94**, 290, 349.

Jewels on a dead body taken up by Vice-Admiral. Claim by owner ; **99**, 251.

Articles for not presenting droits ; **101**, 104 ; **103**, 2.

Arrest of Netherlands ship for justice denied in Netherlands ; **94**, 138.

Claim of East India Co. against the master of the 'Palsgrave' for £140,000 for casting her away by negligence ; **94**, 332.

Striking topsails to H.M. ships ; **95**, 55, 238 ; **96**, 117 ; **126**, 376.

Freight of goods carried to their destination, after loss of ship ; **96**, 94.

Claim for a cable slipped and buoyed, and afterwards picked up by another ship ; **95**, 51 ; **100**, 82 ; **106**, 234 ; **113**, 209.

Chesapeake Bay. Damages for not carrying provisions to colonists ; **98**, 278, 318 ; **99**, 63 ; **100**, 63.

Dunkirk ships seized by Pennington. Report of Sir H. Marten to the Council ; **100**, 93.

Average contribution, **94**, 317 ; **98**, 189, and *passim*.

Irish rebellion ; proclamation ; **104**, 210. Irish rebel ships captured ; **105**, 279, 280, 300-303 ; **106**, 187.

Ill-usage and torture ; **110**, 129.

Export of horses to Barbados ; **112**, 166.

Oyster fishery in the Swale, dispute as to ; **112**, 70.

Salvage, first decree for ; **108**, 123 ; libel for, **112**, 112.

Possession suit, right of majority of part owners ; **108**, 105, 133.

Risk of lighterage ; **110**, 91.

Allegation 'to hinder the beginning of any suit.' Qy. protest ; **110**, 275.

Lord Baltimore c. Kirke. Claim for destruction of boats and fish stages in Newfoundland ; ordinance of the King ; **110**, 329 ; **111**, 120.

Wages, suit by one and 'the rest of the mariners;' 111, 344.

The Dutch in Pernambuco; 113, 121.

Cromwell's expedition to San Domingo and Jamaica; 113, 55.

Letters of marque from the King of Sweden; 114, 20.

Disputes between English and Netherlands East India Companies in the East; 113, 54, 210.

Endorsement of bill of lading; transfer of property; 113, 219; 125, 143, 149.

Impressment of ship for King's service; 117, 77.

Sentences for illegal trading (breach of Navigation Act), 119, and *passim*.

100*l*. damages for loss of eye by ill-usage; 119, 41.

Scotch rebel ship condemned; 122, 64, 77, 165.

Custom of the Thames, no anchor to be 'gymbletted' (capsized on the ground), or left without a buoy; 122, 44.

40,000*l*. claimed against owner of ship surrendered to pirates contrary to 22 & 23 Car. II. c. 11, for benefit of cargo owners and passengers; 123, 159.

Liability of defendant limited to amount of bail (*semble*); 120, 104.

Claim of owner of 88 ounces of gold recovered from wreck at sea; 121, 27.

Ship blown up by negro slaves smoking; 121, 97.

Hudson's Bay Company. Interloping; validity of charter; 121, 146.

Carrying persons from Barbados without licence; 122, 181.

Dredging unsizable oysters; 123, 30.

Claim by the Crown to prizes taken by the East India Company in war with the Great Mogul; 122, 195.

Wearing illegal colours; 129, 83, 86.

Names noted in the later records and 'Miscellaneous' bundles:—

Anson, Lord, directions for privateers; Miscell. 29.

Baltimore, Lord; 91, 28, 29, 69, 201; 110, 329; 111, 120.

Blake, General; 111, 96; 109, 322.

Bradshawe, John (1659); Miscell. 256.

Buckingham, Duke of, letter of; Miscell. 130; letter to, Miscell. 57.

Cobham, Lord, letter to, 78, 61; letters of, Miscell. 49, 50 (one as to precautions to be taken at Deptford against the Spaniards).

Coke (Secretary), letters of, Miscell. 130, 228.

Coke, Sir Edward, a case of alleged piracy referred to him, Sir Julius Cæsar, and Sir Daniel Dun; Act Book, No. 157, fo. 19, b; see also Miscell. 229.

Coventry, Sir William, letters of; Miscell. 228, 257.

De la Warre, Lord, Captain-General of Virginia; 81, 6.

Elizabeth, Queen, by charter party granted to Sir William Garrard and others, the 'Mynyon,' the 'Prymrose,' and the 'Jennett,' for a trading voyage to parts 'where the kinge of Portugal hath not presently dominion.' The Lord Admiral was to approve the cargo. In 1562 the 'Mynyon' and 'Prymrose' were chartered to Sir W. Garrard and . . . Lodge, Lord Mayor of London, for a voyage to Africa and Ethiopia. The merchants were to load the cargo, and the Queen to take one-third of the profits. Miscell. 224, 15, 18.

Gondomar, Don Diego Sarmiento De Acuna, Spanish Ambassador, 78, 201, and *circa*.

Hawkins, Sir Richard, 71, 144; 72, 126; 75, 35.

Hertford, Earl, draft patent as Admiral; Miscell. 224.

Howard of Effingham, Lord, letters of, 70, 15, 16; copy order for embargo (1585); Miscell. 29.

Inchiquin, Earl, 109, 56, 129.

Jenkins, Sir Leoline, Miscell. 29, 259, and *passim*.

Kidd, Captain, the pirate; Miscell. 50.
Montrose, Marquis; 114, 96.
Morgan, Sir Henry, buccaneer and governor of Jamaica; 131, 122.
Northumberland, Earl, letter of, 140, 219; Miscell. 130.
Orange, Prince of, commission to take prizes, Miscell. 53; pass for a ship, Miscell. 57.
Pembroke, Earl, 94, 48.
Pennington, Sir John, 100, 93; Miscell. 247.
Pepys, Samuel, letters to, Miscell. 53.
Philip II. order as to release of English ships arrested at Gibraltar; Miscell. 52.
Pretender, the, rebel ships of, condemned; 132, 238; 131, 128, 132, 164, 194; 134, 95.
Raleigh, Sir Walter, 78, 26; commissions from James I., Miscell. 230.
Richmond, Duke of (1665), letters of, Miscell. 260.
Rupert, Prince, 111, 118, 125; Miscell. 257.
Southesk, Countess, 123, 194.
Thurloe, Miscell. 256.
Walsingham, Sir Francis, letter to Lord Cobham directing him to grant commissions to the Cinque Ports to take pirates, 24th May 1577, 78, 61.
Warwick, Earl, commission to, Miscell. 226, small bundle; letter of, and sailing orders of, Miscell. 57.
Wentworth, Sir John, 85, 175, 491.
Willoughby, Lord, agreement with St. George Aiscue as to the rendition of Barbados, Miscell. 252, 246.
Windebank, letters of, Miscell. 130.

ADDENDUM.

Note as to the early law of wreck, supra, p. xxxix.

The following passage from a real or supposed grant, in the year 1023, by Cnut to Christchurch, Canterbury, of the harbour of Sandwichshows that the claim of salvors of wreckage brought into the Cinque Ports from the sea (*supra*, pp. xxv. *seq.*) dates from Anglo-Saxon times:—'Si quid autem in magno mari extra portum, quantum mare plus se retraxerit et adhuc statura hominis tenentis lignum quod Angli nominant spreot et tendentis ante se quantum potest, monachorum est. Quicquid etiam ex hac parte medietatis maris inventum et delatum ad Sanduuic fuerit, sive sit vestimentum, sive rete, arma, ferrum, aurum, argentum, medietas monachorum erit, alia pars remanebit inventoribus.'—Cod. Dipl. No. 737, where it is printed both in Latin and Saxon. *Ibid.* No. 1328 is to the same effect. The document, though printed by Kemble as genuine, is not beyond suspicion; but, whether genuine or not, it indicates that in the twelfth century (for the forgery would not be of later date), or earlier, the men of Sandwich were enjoying either the whole or the half of their 'findells.'

EXTRACTS FROM THE RECORDS

OF THE

HIGH COURT OF ADMIRALTY

A.D. 1548 Warrants, File 3, *ad finem*. Warrant to arrest pirates and pirate goods.

Thomas dominus Seymour preclari ordinis garterii miles Baro Seymour de Sudeley magnus Admirallus Anglie Hibernie Wallie Calecie et Bulloignie ac marchiarum earundem Normanie Gasconie et Aquitanie necnon classis et marium dictorum regnorum Anglie et Hibernie ac dominiorum eorundem prefectus generalis per serenissimum in Christo principem et dominum nostrum dominum Edwardum sextum dei gracia Anglie Francie et Hibernie regem fidei defensorem et in terra ecclesie Anglicane et Hibernice supremum caput rite constitutus Universis Vice-admirallis Justiciariis Maioribus Vicecomittibus Ballivis Constabulariis ac ceteris ministris officiariis fidelibus subditis et ligeis prefati supremi domini nostri Regis per regnum suum Anglie et dominia eorundem tam infra libertates quam extra ubilibet constitutis et eorum cuilibet Salutem Cum nuper ex insinuacione et gravi querela discretorum virorum Bartholomei Compaigne Evangeliste Fonte Jacobi Foskerini Vincentii Michaelis Guidonis et Geraldi Calvacanti ac Anthonii de Noronia mercatorum extraneorum in civitate Londonie residentium necnon et nonnullorum aliorum mercatorum ejusdem civitatis civium et ceterorum subditorum prefati supremi domini nostri regis nobis expositum extitit Qualiter ipsi de bonis rebus et mercandizis suis tam a partibus ultramarinis in hoc inclitum regnum Anglie venientibus quam ex eorundem (*sic*) regno ad partes exteras exeuntibus super mare et portubus per varios piratas depredatores et latrones multipliciter ac mirum modum spoliati sunt ac per eorum confederatores auxiliatores receptatores et assistentes hactenus ab hujusmodi suis bonis detenti et indies depredati in rei publice detrimentum ipsorumque mercatorum dispendium ac gravamen non modicum et jacturam Vobis igitur ex parte regie majestatis conjunctim et divisim committimus ac firmiter et stricte precipiendo mandamus Quatenus non omittatis propter aliquam libertatem seu franchesiam

In re COMPAIGNE.

Thomas, lord Seymour, knight of the most illustrious order of the garter, Baron Seymour of Sudeley, by the most serene Prince in Christ and our lord Edward the Sixth, by the grace of God king of England France and Ireland, defender of the faith, and on earth supreme head of the church of England and of Ireland, duly appointed high Admiral of England, Ireland, Wales, Calais, and Boulogne, and of the marches of the same, [and] of Normandy, Gascony, and Aquitaine, and also captain-general of the fleet and seas of the said kingdoms of England and Ireland, and of the dominions of the same, to all vice-admirals, justices, mayors, sheriffs, bailiffs, constables, and all other servants, officers, faithful subjects, and lieges, of the aforesaid supreme lord our king, wheresoever throughout his realm of England, and the dominions of the same, as well within liberties as without the same established, and to each of them, Greeting; Whereas of late by the information and grievous complaint of the discreet men, Bartholomew Compaigne, Evangelista Fonte, Jacob Foskerini, Vincent, Michael, Guido, and Geraldus Calvacanti, and Anthonius de Noronia, merchant strangers residing in the city of London, and also of some other merchants citizens of the same city, and of other subjects of the aforesaid supreme lord our king, it has been shown to us that they have been oftentimes and in strange manner upon the sea and in ports spoiled by sundry pirates, depredators, and robbers, of their goods, things, and merchandises, both when the same were being brought into this famous realm of England from parts beyond the sea and when the same were being carried out of the said realm to foreign parts, and even up to the present time are deprived and daily spoiled of such their goods by the confederates, abettors, receivers, and assistants [of the said pirates], to the injury of the state and to the no small loss and damage of the same merchants: Therefore we commission you on behalf of the king's majesty, jointly and severally, and firmly and straitly enjoin and command you, that you omit not by reason of any liberty or franchise to actually and peremptorily arrest and attach,

quin realiter et peremptorie arrestetis et attachietis tam naves et naviculas piratarum predictarum [*sic*] vel de piratica pravitate hujusmodi suspectas quascunque quam omnia et singula bona merces pannos laneos cerum metallum campanarum ac alia mercimonia quecumque cujuscumque generis vel nature existentia apud eos vel per quemcunque alium ex mari eorum illicitis mediis ad terram suspiciose seu privatim adducta aut vendicioni exposita ubicunque vel in quorumcunque manibus reperiantur seu reperiri poterint ac eas et ea sub salvo et securo custodiatis custodirive faciatis arresto donec a nobis et curia principali dicti supremi domini nostri Regis sue Admirallitatis Anglie aliud inde habueritis in mandatis Citetisque apud eadem naves et bona predicta sic arrestata eorum proprietarios si eos invenire poteritis in specie Alioquin omnes et singulas personas quascunque jus aut interesse aliquod in eisdem habentes seu habere pretendentes in genere quod eorum quilibet compareat coram nobis aut nostro in curia predicta locumtenente officiario principali et commissario generali vel alio ejusdem curie presidente quocunque apud publicum pretorium sive locum solitum judicialem curie predicte in Burgo de Southewerke juxta pontem Londoniensem situatum xv^to^ die post arrestum hujusmodi de eis factum si juridicus fuerit alioquin proximo die juridico extunc sequente hora causarum ibidem consueta tam hiis que sibi ex parte regie majestatis objicientur quam dictis mercatoribus in suis causis civilibus et maritimis de justicia respective responsuros ulteriusque facturos et recepturos quod justum fuerit in hac parte Arrestetisque preterea omnes et singulos piratas depredatores et spoliatores quoscunque necnon et eorum confederatos auxiliatores receptatores et assistentes ac eciam omnes et singulas alias personas de piratiis seu piratica pravitate suspectas necnon et eorum bona quecunque ubicunque reperiantur ac eas et ea sub salvo et securo custodiatis custodirive faciatis arresto donec a nobis et curia predicta aliud inde habueritis in mandatis Et quid in premissis feceritis nos et curiam predictam dictis die et loco debite certificet ille vestrum personaliter qui presens nostrum mandatum fuerit executus vel per suas literas patentes unacum presentibus ac etiam unacum inventoriis de navibus bonis et mercibus harum vigore arrestatis eorumque numero necnon et signaturis et quantitatibus bonorum et mercium hujusmodi et tam nominibus eorum in quorum manibus reperiantur quam de nominibus piratarum et aliarum personarum predictarum in debita forma

as well all ships and boats whatsoever [belonging to] the aforesaid pirates or suspected of such piratical offences, as all and singular the goods, wares, woollen cloths, wax, bell-metal, and other merchandises whatsoever, of whatsoever kind or nature they may be, [whether the same be] in their hands, or have been by their unlawful means by any other person whomsoever brought to land from the sea suspiciously or privily, or exposed for sale, wheresoever or in whosesoever hands [the same] shall or can be found; And that you keep the same goods and wares, or cause them to be kept, under safe and secure arrest until you have further order from us and [from] the aforesaid court of the supreme lord the king, his Admiralty of England; And that you cite specially at the same ships and goods aforesaid so arrested the owners thereof, if you are able to find them, otherwise, in general, all and singular the persons, whosoever they be, having or pretending to have any right or interest in the same, that every of them appear before us, or before our lieutenant in the aforesaid court, [or the] official principal and commissary general, or other president of the same court, whosoever he be, at the public court house, or accustomed place of justice of the aforesaid court, in the borough of Southwark near London Bridge, on the fifteenth day after the arrest of the same is made, if it be a court day, otherwise on the next court day then following, at the accustomed hour for causes, there to make answer in law respectively, as well concerning the things that shall be charged against them on behalf of the king's majesty, as to the said merchants in their civil and maritime causes, and to do and receive such further things as shall be right in this behalf; And further that you arrest all and singular the pirates, depredators, and spoilers, whosoever they be, and also their confederates, abettors, receivers, and assistants, and also all and singular other the persons suspected of piracy or piratical offences, and also all their goods whatsoever, wheresoever they be found; And that you keep or cause them to be kept under safe and secure arrest until you shall have further order thereon from us and from the aforesaid court; And that he of you who shall personally execute this our order shall, either in person, or by his letters patent, accompanied by these presents and inventories of the ships goods and wares arrested by virtue of these presents and [inventories] of the number of them and also of the marks and quantities of such goods and wares and [inventories] of, as well the names of those in whose hands they be found, as the names of the pirates and other persons aforesaid, in due form set forth and described, certify to us or to the court aforesaid, upon the said day and at the said place, what you have done in the

confectis et descriptis Datum Londini in curia predicta die xxiiij[ta] [1] maii anno domini 1548 regnique regie majestatis antedicte anno secundo

T. Seymour Griffin Leyson

ELLYETT c. FRYSE.

A.D. 1547 File 15, No. 22. Sentence for the value of an anchor supplied at sea; libel, File 13, No. 10; interrogatories, *ib.* No. 25.

. . . . Idcirco nos Griffinus Leyson . . . . (*in common form*) prefatum Albertum Frise tempore libellato dominum et proprietarium navis supradicte vulgariter dicte the Gallion of Hambrowghe ac Thomam Bassingeborne in dicto libello mencionatum similiter tempore articulato ejusdem navis sub deo magistrum fuisse temporeque quo idem Thomas Bassingeborne officio sive ministerio magistri in navi hujusmodi fungebatur quandam anchoram ad prefatum Johannem Ellyett tunc pertinentem et spectantem ad necessarium usum dicte navis in eandem invectam receptam et repositam fuisse pronunciamus decernimus et declaramus atque premissorum obtentu memoratum Alverum Fryse dominum et proprietarium predictum ad restitucionem anchore hujusmodi si extet alioquin in verum valorem dicte anchore quem ad summam octo librarum currentis monete Anglie estimamus et taxamus atque in expensis . . . . eidem Johanni . . . . . solvendis . . . . . condempnandum et condemnamus . . . . (*in common form*).

CLEYTON c. SPYCER.

D. 1548 File 16, No. 122–124. Prohibition. Suit in Admiralty for fishing in private water belonging to the Lady Anne of Cleves.

Edwardus sextus dei gracia Anglie Francie et Hibernie Rex fidei defensor et in terra Ecclesie Anglicane et Hibernice supremum caput Griffino Leson legum doctori commissario curie admirallitatis et deputato nobilis et prepotentis viri domini Thome Seymer preclari ordinis garterii militis domini Seymour de Sudley magni Admiralli Anglie Hibernie Wallie Calicie et Bolonie et marchiarum eorundem Normanie Gasconie Acquitanie alio [1] ve judici in hac parte competenti cuicunque Salutem Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Thome Spycer Thome Mannyng Johannis Edmonds Roberti Edmonds Johannis Marrett Walteri Edde Johannis Johnson Johannis Hynd Johannis Buckytt et Willielmi Baynard quod

[1] Sic.

premises. Given at London in the aforesaid court, on the 24th day of May in the year of the lord 1548, and in the second year of the reign of the king's majesty aforesaid.

T. Seymour. Griffin Leyson.

ELLYETT c. FRYSE.

. . . . Therefore We, Griffin Leyson, ... pronounce, decree, and declare, that the aforesaid Albert Fryse was at the time libellate owner and proprietor of the aforesaid ship called the 'Galleon' of Hamburg, and that Thomas Bassingeborne, in the said libel mentioned, was in like manner at the time articulate master of the same ship under God; and that, at the time when the same Thomas Bassingeborne was discharging his office or service of master in such ship, a certain anchor then appertaining and belonging to the aforesaid John Ellyett was, for the necessary use of the same ship, brought, received, and put on board her; and that, by reason of the premises, the said Albert Fryse, the owner and proprietor aforesaid, should be condemned to restore such anchor, if it is in existence, and, if it is not, that he should be condemned, and We condemn him to pay well and truly to the same John . . . . the true value of the same anchor, which We estimate and assess at the sum of £8 of current English money, and in costs. . . . .

CLEYTON c. SPYCER.

Edward the Sixth, by the grace of God king of England France and Ireland, defender of the faith, and on earth supreme head of the church of England and of Ireland, to Griffin Leyson, doctor of laws, commissary of the court of Admiralty, and deputy of the noble and most powerful man, lord Thomas Seymour, knight of the most illustrious order of the garter, lord Seymour of Sudeley, high Admiral of England, Ireland, Wales, Calais, Boulogne, and of their marches, [and] of Normandy, Gascony, [and] Acquitaine, or to other the judge competent in this behalf whosoever he be, Greeting; It has been shown to us lately in Our court before Us upon the grave complaint of Thomas Spycer, Thomas Manning, John Edmonds, Robert Edmonds, John Marrett, Walter Edde, John Johnson, John Hynd, John Buckytt, and

cum in statuto in parliamento domini Ricardi nuper regis Anglie secundi post conquestum apud Westmonasterium anno regni sui tertiodecimo edito inter cetera contineatur quod Admiralli et eorum deputati se de aliqua re infra regnum Anglie facta misi[1] solummodo de re super mare facta prout tempore domini Edwardi nuper regis Anglie progenitoris nostri debite usum fuerat nullatenus intromitterent Cumque eciam in parliamento dicti domini Ricardi apud Westmonasterium anno regni sui quintodecimo tento inter cetera declaratum ordinatum et stabilitum existit quod de omnibus contractibus placitis et querelis ac de omnibus aliis rebus factis sive emergentibus infra corpus comitatus tam per terram quam per aquam ac eciam de wrecco maris curia Admiralli nullam habeat cognicionem potestatem nec jurisdiccionem sed sint omnia hujusmodi contractus placita et querele ac omnia alia emergentia infra corpora comitatuum tam per terram quam per aquam (ut predictum est) ac eciam wreccum maris triata terminata discussa et remediata per leges terre et non coram Admirallo nec per Admirallum nec ejus locum tenentem quovismodo Quidam tamen Edwardus Cleyton firmarius serenissime domine domine Anne de Cleva domine et (ut asserit) proprietarie tam dominii de Boyton[2] in comitatu Suffolcie ac cujusdam rivuli fluvialis fluminis ve et aque sive crece maris juxta Boyton predictam existentis statuta et leges predicta minime ponderans nec verens sed contra eadem machinans dictos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum contra debitam legis regni nostri Anglie formam et contra vim formam tenorem et effectum statutorum illorum indebite pergravare opprimere et fatigare ipsos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum in curia admirallitatis coram vobis apud Suthwerck in comitatu Surreie asserendo et libellando de et pro eo quod predicti Thomas Thomas Johannes Robertus Johannes Walterus Johannes Johannes Johannes et Willielmus mensibus Marcii Aprilis Maii Junii Julii Augusti Septembris Octobris Novembris Decembris Januarii Februarii et Marcii anno domini millesimo quingentesimo quadragesimo sexto eorum ve mensium quolibet pluribus sive aliquo cum eorum cimbis rethibusque et aliis piscium capiendorum instrumentis suis in dicto rivulo flumine aqua sive creca (supponendo ut supradictum est dictam dominam Annam esse proprietariam rivuli sive aque illius) absque licentia dicte domine Anne aut firmarii sui

[1] Sic ; mistake for 'nisi.'

[2] Boyton, near the river Alde, was granted by the king to Lady Anne of Cleves for her life ; Pat. 32 Hen. VIII. pt. 6, m. 29 ; Ministers' Accounts, 37 & 38 Hen. VIII. rot. 111.

William Baynard, that whereas in the statute enacted in parliament [held] at Westminster in the thirteenth year of the reign of the lord Richard late king of England, the second after the Conquest, it is amongst other things contained that the Admirals and their deputies should in no way intermeddle with anything [done] within the realm of England but only with things done upon the sea, as in the time of Edward late king of England, Our ancestor, had rightly been accustomed; And whereas also in the Parliament of the said lord Richard held at Westminster in the fifteenth year of his reign amongst other things it was declared and stands enacted that of all contracts, pleas, and complaints, and of all other things done or arising within the body of a county, as well on land as on the water, and also of wreck of the sea, the court of the Admiral shall have no cognisance power or jurisdiction, but that all such contracts, pleas, and complaints, and all other things arising within the bodies of counties, as well on land as on water, and also wreck of the sea, should be dealt with, determined, and discussed and remedied by the laws of the land, and not before the Admiral nor his lieutenant whomsoever; Nevertheless Edward Cleyton, farmer of our most serene lady, the lady Anne of Cleves, lady and (as he asserts) owner of, as well the lordship of Boyton in the county of Suffolk, as of a certain watercourse or stream and water or creek of the sea near Boyton aforesaid, the statutes and laws aforesaid by no means weighing and respecting, but against the same contriving the said Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, against due form of law of Our realm of England and against the force form tenor and effect of those statutes unduly to burden, oppress, and vex, has impleaded them Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, in the court of Admiralty before you at Southwark in the county of Surrey, asserting and libelling that the said Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, in the months of March, April, May, June, July, August, September, October, November, December, January, February, and March, in the year of our Lord one thousand five hundred and forty-six, or in one or more of the same months, with their boats and nets and other their instruments for taking fish, in the said watercourse, stream, water, or creek, ([he Cleyton] feigning as aforesaid that the said lady Anne was owner of that watercourse or water), without license of the said lady Anne or of her farmer aforesaid,

antedicti piscati fuerant ac pisces inde ad valenciam sexaginta librarum ceperant et habuerant caute et subdole libellando quod rivulus flumen aqua sive creca predicta infra fluxum et refluxum maris ac infra jurisdiccionem marittimam curie Admirallitatis predicte fore ubi revera rivulus flumen aqua sive creca illa infra corpus comitatus Suffolcie et extra jurisdiccionem Admirallitatis existit traxit in placitum Ac ipsos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum in curia Admirallitatis antedicte comparere ad inde eidem Edwardo respondendum astrinxit ac eos eo pretextu per diffinitivam dicte Curie Admirallitatis sentenciam condempnari totis suis viribus conatur et indies machinatur in nostri contemptum et ipsorum Thome Thome Johannis Roberti Johannis Walteri Johannis Johannis Johannis et Willielmi dampnum prejudicium depaupertacionem et gravamen manifesta ac contra formam statutorum predictorum Unde nobis supplicaverunt iidem Thomas Thomas Johannes Robertus Johannes Walterus Johannes Johannes Johannes et Willielmus eis remedium in hac parte provideri festinum Et Nos jura corone nostre regie prout vinculo juramenti astringimur manutenere volentes et contra eadem nolentes ligeos nostros suspencionibus violari illicitis vobis prohibemus et precipimus ne placitum predictum premissa aliqualiter tangens coram vobis ulterius teneatis nec quicquam inde attemptetis seu attemptari permittatis aut procuretis quod in nostri contemptum aut ipsorum Thome Thome Johannis Roberti Johannis Walteri Johannis Johannis Johannis et Willielmi dampnum prejudicium seu gravamen quoquo modo cedere valeat sub violatoris legis nostre penam periculo incurrendi sentenciam seu decretum si que in ipsos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum fulminaveritis seu fulminari fecistis quovismodo eis et eorum cuilibet relaxantes et ipsos penitus absolventes de eisdem periculo incumbente Teste Ricardo Lyster[1] apud Westmonasterium xxv° die Januarii anno regni nostri primo

Per curiam ROOPER[2]

ENGLISSHE c. REGLAND.

A.D. 1547 File 16, No. 106. Sentence for price of ship sold.

. . . Idcirco nos Griffinus Leyson . . . (*in common form*) prefatos Thomam Englisshe et Thomam Gamage proprietarios navis libellate eandem pro summa viginti librarum legalis monete Anglie ex

[1] Sir Richard Lyster, C.J.K.B. [2] The prothonotary.

had fished and had taken and had from thence fish to the value of sixty pounds, craftily and falsely alleging in his libel that the aforesaid watercourse, stream, water, or creek, was within the ebb and flow of the sea and within the maritime jurisdiction of the court of Admiralty aforesaid, whereas, in truth, that watercourse, stream, water, or creek, is within the body of the county of Suffolk, and outside the jurisdiction of the Admiralty, and them Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, in the court of Admiralty aforesaid has forced to appear and there to answer the same Edward, and by that pretence with all his strength endeavours and daily schemes to have them condemned by diffinitive sentence of the said court of Admiralty, in contempt of us, and to the injury, prejudice, impoverishment, and manifest grievance, of them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, and against the form of the statutes aforesaid; Wherefore the same Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William have besought us that a remedy may be provided for them in this behalf; And We, desiring to maintain the rights of our crown, as by force of our oath we are bound to do, and being unwilling that Our lieges should in breach thereof be harassed by unlawful uncertainties, prohibit and enjoin you, that you do not further hold before you the aforesaid plea in any way touching the premises, nor in any way attempt or permit or cause to be attempted [anything] that may in any manner tend to the contempt of Us, or to the injury prejudice or grievance of them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, at your peril of incurring the punishment of a transgressor of our law, and that if you have issued or caused to be issued any such sentence or decree against them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, you do withdraw the same as against them, and every of them, and do wholly absolve them from the same; Witness Richard Lyster at Westminster upon the 25th day of January in the first year of Our reign

By the court ROOPER

ENGLISSHE c. REGLAND.

. . . Therefore We, Griffin Leyson, (*in common form*) pronounce, decree, and declare, that the aforesaid Thomas Englisshe and Thomas Gamage, owners of the ship libellate, upon a civil and maritime con-

civili et marittimo contractu precedente vendidisse Roberto Regland et Thome Muns ad certos terminos jam effluxos solvenda eosque dictam summam minime solvisse sed requisitos injuste solvere recusasse et recusare pronunciamus decernimus et declaramus et ea propter eosdem Robertum Regland et Thomam Muns . . . (*condemnation in £20 and costs in common form*).

DARCY c. LEGG.

A.D. 1547 File 16, No. 97. Sentence for firing upon and driving away the defendants' ship from Westmony, in Iceland, where she had gone to fish. The libel contains a further claim for collision between the 'James' and the 'Angel,' a hulk of Hamburg, at the same place and time; File 12, Nos. 105, 115, 177; File 13, Nos. 41, 39, 38. There was an appeal, which was dismissed; File 18, No. 69.

. . . inter strenuum virum dominum Thomam Darcy militem dominum et proprietarium navis nuncupate the James et apparatus eiusdem ac providum virum magistrum Robertum Legg classis navalis prefati domini nostri thesaurarium dominumque et proprietarium navis vocate the George of Orwell ac ejusdem navis apparatus partem actricem et querelantem ex una et Jasparum Barnes Georgium Wagmer alias Wrynge Martinum Hackman mercatores et Albertum Grete marinarium ac magistrum sub deo navis nuncupate the Angell or Hulke of Hamburgh partem ream et querelatam partibus ex altera . . . (*in common form*) . . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . portum sive brachium maris vocatum Westmonye havon in partibus Izelandie constitutum (*sic*) locum omnino liberum publicumque ac jus piscandi ibidem omnibus commune fuisse et esse dictosque dominum Thomam Darcy et Robertum Legg naves suas predictas una cum apparatu earundem ad eundem portum pro piscibus capiendis respective destinasse easdemque naves tempore libellato in eodem portu applicuisse ac post appulsum navis vocate the George of Orwell ad dictum magistrum Robertum Legg ut prefertur spectantis dictos Jasparum Georgium Martinum et Albertum partim verbis comminatoriis partim factis injuriosis aliisque eorum injustis mediis nautas ac marinarios dicte navis vocate the George una cum eadem nave a portu predicto recedere coegisse Atque ea occasione prefatum magistrum Robertum Legge damnificatum fuisse damnumque et detrimentum ac jacturam sustinuisse et passum fuisse interesseque habuisse et habere ad summam centum et triginta librarum sterling' Necnon antedictam navem vocatam the Hulke or Angell

tract sold the same for the sum of twenty pounds of lawful English money to Robert Regland and Thomas Muns, to be paid within a fixed time now past, and that they have failed to pay the same sum, and upon demand have unjustly refused and refuse to pay [the same]; And on that account . . . (*condemnation in £20 and costs in common form*).

DARCY c. LEGG.

. . . between the gallant man Sir Thomas Darcy, knight, owner and proprietor of the ship called the 'James' and her apparel, and the prudent man, master Robert Legg, Treasurer of the navy of the aforesaid lord our [king], owner and proprietor of a ship called the 'George' of Orwell and of her tackle, plaintiffs, of the one part, and Jaspar Barnes, George Wagmer, otherwise Wrynge, Martin Hackman, merchants, and Albert Grete, mariner, and master under God of a ship called the 'Angell' or 'Hulk' of Hamburg, defendants, of the other part . . . (*in common form*) Therefore We, Griffin Leyson, . . . (*in common form*) . . . pronounce, decree, and declare, that the port or arm of the sea called Westmonye Haven, situated in Iceland, was and is a place entirely free and public, and that the right of fishing there was and is common to all men, and that the said Sir Thomas Darcy and Robert Legg respectively despatched their ships aforesaid, together with their tackle, to the same port, for catching fish, and that the same ships at the time libellate arrived at the same port, and that, after the arrival of the ship called the 'George' of Orwell belonging to the said Master Robert Legg as aforesaid, the said Jaspar, George, Martin, and Albert, partly by their threatening words, [and] partly by their wrongful acts and other unjust means, compelled the sailors and mariners of the said ship called the 'George' to withdraw with the same ship from the aforesaid port; And that by reason thereof the aforesaid Robert Legg was damnified, and sustained, and suffered damage injury and loss, and had and has [suffered loss of] interest,[1] to the amount of £130 sterling; And also that the aforesaid ship called the 'Hulk' or 'Angell' of Hamburg by the fault

[1] Interesse habuisse et habere.

of Hamburgh culpa ac negligencia magistri nautarum ac marinariorum in eadem existentium in predictam navem vocatam the Jamys (ad prefatum dominum Thomam Darcye spectantem) impactam impulsamque fuisse ac eidem navi vocate the James ea occasione damnum dedisse Prefatumque dominum Thomam Darcye interesse eo pretextu habuisse et habere ad summam xj^{li} sterling' Prefatosque Jasparum Georgium Martinum et Albertum ad solvendum tradendum ac satisfaciendum summas supradictas respective mencionatas tam prenominato domino Thome Darcy quam Roberto Legg pronunciamus decernimus et declaramus; Atque eosdem . . . (*condemnation of Barnes, Wagmer, Hackman, and Grete in* £141 *and costs in common form*).

COGLEY c. TAYLOR.

A.D. 1548 File 16, No. 56. Sentence condemning Taylor in the amount of a debt due from Bynckes to Cogley, for which the ship 'Margaret' was bound; Taylor intervening on behalf of the 'Margaret.' The instrument hypothecating the ship is set out below, p. 69.

. . . inter Malachiam Cogley partem agentem ex una et Ricardum Taylor pro defensione navis nuncupate the Margarett of Kyngston super Hull in hac parte intervenientem onusque defensionis hujus itis et cause in se suscipientis partem ream partibus ex altera . . . (*in common form*) . . . Idcirco Nos Griffinus Leyson . . . (*in common form*) prefatum Albanum Bynckes memorato Malachie Cogley summam xliij^{s} et iiij^{d} ex quodam contractu civili et marittimo debuisse et debere ac pro solucione et satisfaccione summe et debiti hujusmodi dictum Albanum non solum sese heredesque et executores suos verum eciam dictam navem saltem quoad illam partem ejusdem in qua tunc dominus et proprietarius ac possessor extitit obligasse et astrinxisse prout in literis suis cyrographis inde confectis ac sigillo ipsius Albani sigillatis coram nobis in hac parte exhibitis et penes Registrarium hujus curie remanentibus plenius liquet et apparet Illamque summam termino quo solvi juxta premissa debuisset dicto Malachie minime solvisse aut satisfecisse sed solvere et satisfacere recusasse seu plus justo distulisse eundemque Ricardum Taylor modo premisso pro defensione dicte navis (ut prefertur obligate) intervenientem ac onus hujus litis et cause in se suscipientem premissorum pretextu ad solucionem tradicionem liberacionem et satisfaccionem dicte summe debite videlicet xliij^{s} iiij^{d} de jure teneri pronunciamus decernimus et declaramus Atque ipsum Ricardum Taylor in expensis . . . (*condemnation in common form*).

and negligence of her master sailors and mariners fouled and collided with the aforesaid ship called the 'James' belonging to the aforesaid Sir Thomas Darcy, and by reason thereof did damage to the same ship called the 'James'; And that the aforesaid Sir Thomas Darcy by reason thereof sustained and sustains [damage and loss of] interest [1] to the amount of £11 sterling; And that the aforesaid Jaspar, George, Martin, and Albert [be condemned] to pay deliver and satisfy the above-named sums respectively above-mentioned as well to the above-named Sir Thomas Darcy as to [the said] Robert Legge . . . (*condemnation of Barnes, Wagmer, Hackman, and Grete in* £141 *and costs in common form*).

COGLEY c. TAYLOR.

. . . between Malachi Cogley, plaintiff, of the one part, and Richard Taylor, intervening in this behalf for the defence of the ship called the 'Margarett' of Kingston upon Hull, and taking upon himself the burden of the defence of this suit and cause, defendant, of the other part, . . . (*in common form*) . . . Therefore We, Griffin Leyson, pronounce, decree, and declare, that the aforesaid Albanus Byncke owed and owes to the said Malachi Cogley the sum of 43*s.* 4*d.* upon a certain civil and maritime contract, and that for the payment and satisfaction of such sum and debt the said Albanus bound and obliged, not only himself and his heirs and executors, but also the said ship, at least as regards the part of her of which he was owner and possessor, as in his bill [2] made thereon sealed with the seals of him, Albanus, and exhibited before us in this behalf and remaining with the Registrar of this court more fully appears and is manifest; And that he has failed to pay and satisfy such sum at the time at which, according to the premises, the same ought to have been paid, and has refused or unduly delayed to pay and satisfy the same; And that the same Richard Taylor, intervening in manner aforesaid for the defence of the said ship so bound as aforesaid, and undertaking the burden of this suit and cause, is of right bound by reason of the premises to pay, deliver, hand over and satisfy the said sum of 43*s.* 4*d.* And him, Richard Taylor, We condemn in lawful costs etc. (*in common form*).

[1] Interesse habuisse et habere.

[2] In literis suis cyrographis.

CUMBES c. MAYNEU.

A.D. 1548 File 16, No. 6. Sentence for non-payment of sum due under an award.

. . . Idcirco Nos Willielmus Jefferay legum doctor deputatus [1] antedictus . . . (*in common form*) . . . prefatum Arnaldum Mayneu nonaginta vij^{li} ij^{s} et duos denarios legalis monete Anglie Johanni Cumbes debuisse et debere ex quibusdam contractibus computis sive ratiociniis civilibus et marittimis sicut latius apparet per laudum sive arbitramentum inter partes predictas datum et in scriptis traditum sive concessum ac penes acta curie dimissum dies solucionis summe antedicte jamdiu preteriisse dictumque Arnaldum Mayneu dictam summam non solvisse nec ullo modo pro eodem compromisisse cum dicto Johanni Cumbes pronunciamus decernimus et declaramus qua propter eundem Arnaldum Mayneu in dicta summa $\overset{xx}{\text{iiij}}$ xvij^{li} ij^{s} ij^{d} sterling necnon in expensis legitimis ex parte et per partem dicti Johannis Cumbes in hac parte factis et faciendis condemnamus . . . (*in common form*).

PEEREZ c. HUNTRYE.

A.D. 1549 File 17, No. 117. Warrant to arrest and appraise goods of the defendant, in execution of a sentence; see *ibid.* No. 118.

Edwardus sextus dei gracia Anglie Francie et Hibernie Rex fidei defensor et in terra ecclesie Anglicane et Hibernice supremum caput Thome Warner marescallo Curie nostre principalis Admirallitatis nostre Anglie et ejus deputato cuicunque et eorum utrique Salutem Cum in quadam causa civili et marittima que jam nuper in curia nostra predicta inter Simonem Peerez Christoferum Peerez Diegonem de Torris Anthonium del Rio et Henricum Nunnez regni Portugalie mercatores partem actricem et querelantem ex una et Johannem Huntrye aliter Frenche John partem ream et querelatam partibus ex altera aliquamdiu vertebatur et pendebat indecisa ita processum extitit quod quedam sentencia ex parte dictorum agentium ac contra prefatum Johannem Huntrye finaliter in ea parte de jure servando promulgata extitit diffinitiva condempnatoria per quam inter alia eundem Johannem [2] in summa mille centum et decem librarum atque in expensis legitimis ea parte dictorum agentium in ea lite factis et ad summam xxx^{li} legalis monete Anglie taxatis respective condemnatus extitit Necnon ad partis dictorum agentium peticionem allegat' [3] dictum

[1] Of Griffin Leyson. [2] Sic. [3] Semble in the original, 'allegatis.'

CUMBES c. MAYNEU.

. . . Therefore We, William Jefferay, doctor of laws, deputy aforesaid, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Arnald Mayneu owed and owes £97 2*s*. 2*d*. lawful English money to John Cumbes, upon certain civil and maritime contracts or accounts, as more fully appears by the award or arbitrament given between the aforesaid parties and delivered or put into writing and deposited amongst the acts of court; And that the day of payment of the aforesaid sum has long passed, and that the said Arnald Mayneu has not paid the said sum, nor in any way compounded with the said John Cumbes for the same; Wherefore We condemn the same Arnald Mayneu in the said sum of £97 2*s*. 2*d*. sterling, and also in lawful costs incurred and to be incurred by and on behalf of the party of the aforesaid John Cumbes in this behalf . . . (*Condemnation in common form*).

PEEREZ c. HUNTRYE.

Edward the Sixth, by the grace of God King of England, France, and Ireland, defender of the faith, and on earth supreme head of the Church of England and Ireland, to Thomas Warner, Marshall of the principal court of our Admiralty of England, and to his deputy, whosoever he be, and to each of them, Greeting: Whereas in a certain civil and maritime cause that has of late been agitated and pending undecided in our court aforesaid between Simon Peerez, Christopher Peerez, Diego de Torris, Anthonius del Rio, and Henry Nunnez, merchants of the kingdom of Portugal, plaintiffs, of the one part and John Huntrye, otherwise French John, defendant, of the other part, the matter has proceeded until a diffinitive and condemnatory sentence was promulgated on behalf of the said plaintiffs, and against the aforesaid John Huntrye, concerning a final rendering of justice in that behalf, whereby amongst other things the same John stands condemned in the sum of £1110 and in lawful costs incurred on behalf of the said plaintiffs in that suit and taxed at the sum of £30 lawful English money respectively; And also at the petition on behalf of the said plaintiffs it being alleged that the said John Huntrye, who

Johannem Huntrye modo racione condemnacionis hujusmodi sub salva custodia detentum non esse solvendo in totum quoad rem judicatam et expensas predictas ulterius in causa predicta rite et legitime processum fuit quod realis execucio contra omnia et singula bona ad eundem Johannem pertinentia quecunque ubicunque fuerint inventa fieret justicia mediante Vobis igitur conjunctim et divisim stricte precipimus ac firmiter injungendo mandamus quatenus non omittatis propter aliquam libertatem seu franchesiam quin realiter et peremptorie arrestetis et attachietis omnia et singula bona predicta ubicunque seu in quorumcunque manibus vel custodia reperiantur ac ea omnia et singula per quatuor probos et indifferentes homines per indenturas inde conficiendas debite appreciari faciatis seu sic fieri curetis Ac ea omnia et singula sic appreciata sub salvo et securo custodiatis seu custodiri faciatis arresto donec a nobis et curia nostra predicta aliud inde habueritis in mandatis Ita quod appreciacio hujusmodi habeatur coram nobis in dicta curia nostra apud locum solitum judicialem ejusdem die lune proximo jam futuro hora causarum ibidem consueta ut bona hujusmodi juxta juris exigenciam et valorem earumdem ac dicte appreciacionis seriem in quantum sufficiat versus ulteriorem execucionem et solucionem rei judicate et expensarum predictarum dicte parti querelanti realiter tradentur et deliberentur cum effectu Et habeatis tunc et ibidem hoc nostrum preceptum unacum execucione ejusdem Et hoc nullatenus omittatis sub pena contemptus et periculo incumbente Datum in curia nostra predicta sub sigillo nostro ejusdem die secunda maii anno domini 1549 regnique nostri anno tercio

PARRY c. MELHUYSSHE.

A.D 1549 File 17, No. 79. Prohibition. Tin belonging to Melhuysshe afloat upon the Thames at London had been arrested by Admiralty process, and Melhuysshe cited to appear in a pretended civil and maritime cause ; see also File 15, No. 122–123.

Edwardus sextus . . . . Admirallo . . . . sive deputato . . . . Salutem Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Johannis Melhuysshe . . . Quod cum in statuto . . . . (*all in common form, reciting both the statutes of Ric.* 2) Cumque insuper quidam Johannes Tyson vicesimo die Augusti anno regni domini Henrici nuper Regis Anglie octavi progenitoris nostri preclarissimi tricesimo sexto possessionatus fuisset de nonaginta et duobus lez blokkes stanni Cornubiensis vocatis blokkes of tyn of Cornewall adtunc existentibus et remanentibus in custodia et possessione predicti

in pursuance of this condemnation is under arrest and in safe custody, can not pay in full the judgment and the aforesaid costs, further process was duly and lawfully had in the aforesaid cause to the intent that in pursuance of justice[1] execution should issue against all and singular the goods belonging to the same John, whatsoever they should be, and wheresoever they should be found; Therefore We straitly enjoin you, jointly and severally, and with strict injunction command, that you omit not by reason of any liberty or franchise actually and summarily to arrest and attach all and singular the aforesaid goods, wheresoever, or in whosesoever hands or custody they be found; And that you appraise, or cause to be appraised, by indentures made thereon by four honest and indifferent men all and singular the said goods; And that you keep, or cause to be kept, all and singular the same goods so appraised under safe and secure arrest until you shall have further order from Us and from Our court aforesaid; So that such appraisement be produced before Us in Our said court at the accustomed place of the sitting of the same on Monday next at the accustomed hour for hearing causes, so that such goods, according to the requirement of law and according to their value and to the particulars of the said appraisement, may be actually delivered and effectually handed over to the said plaintiff, towards, so far as the same shall suffice, the further execution and payment of the judgment and costs aforesaid; And see that you produce then and there this Our precept, together with the execution of the same; And this in no way omit [to do] under pain of contempt and at your peril; Given in Our court aforesaid under our seal of the same court on the second day of May in the year of the Lord 1549 and in the third year of our reign.

PARRY c. MELHUYSSHE.

Edward the Sixth . . . . to the Admiral . . . . or his deputy . . . . Greeting. It is shown to Us lately in Our court of King's Bench upon the grave complaint of John Melhuysshe . . . that whereas in the statute . . . . (*all in common form, reciting the statutes of Ric.* 2); And whereas moreover on the 20th day of August in the thirty-sixth year of the reign of the lord Henry the Eighth, late king of England, Our most beloved ancestor, one John Tyson was possessed of ninety-two blocks of Cornish tin, then being and remaining in the keeping

[1] Qy. 'Justicia mediante.'

Johannis Melhuysshe apud Truro in predicto comitatu Cornubie Idemque Johannes Tyson sic inde possessionatus condidit testamentum et ultimam voluntatem sua et per eadem constituit Aliciam uxorem suam executricem suam inde et obiit virtute cujus predicta Alicia post mortem ipsius Johannis fuit similiter possessionata de predictis nonaginta et duobus les blockkes stanni ipsaque Alicia sic inde possessionata certis consideracionibus ipsam specialiter moventibus dedit et concessit predictos nonaginta et duos lez blokkes stanni cuidam Briano Tyson filio naturali ipsorum Johannis et Alicie virtute cujus doni predictus Brianus fuit de predictis nonaginta et duobus lez blokkes possessionatus ut de bonis et catallis suis propriis Cumque postea predictus Johannes Melhuysshe viginti lez blokkes stanni de predictis nonaginta et duobus lez blokkes stanni predicti parcellam per mandatum predicti Briani Tyson a Truro predicta in predicto comitatu Cornubie per quandam navem usque quendam locum vocatum le poole juxta Saint Katherynes in rivo Thamisie infra corpus comitatus Middlesexie transportasset Quidam tamen Willielmus Parry statuta predicta minime ponderans sed contra eadem machinans dictum Johannem Melhuysshe indebite pergravare opprimere et fatigare predictos viginti lez blokkes stanni predicti Briani Tyson in custodia predicti Johannis Melhuysshe apud le poole juxta Saint Katherynes predictam infra corpus dicti comitatus Middlesexie per ministrum Curie Admirallitatis predicte distrinxit attachiavit et attachiari fecit Ac eo pretextu predictum Johannem Melhuysshe pro detencione dictorum viginti lez blokkes stanni necnon pro detencione septuaginta et duorum lez blokkes stanni residuorum predictorum nonaginta et duorum lez blokkes stanni in custodia ipsius Johannis Melhuysshe apud Truro predictam existentium et remanentium citari fecit ipsumque Johannem Melhuysshe coram vobis apud Suthwerke in comitatu Surreie comparere et interesse astrinxit Ac ipsum Johannem Melhuysshe ea de causa ad respondendum eidem Willielmo Parry tamquam in causa civili et maritima cum ita non fuit compulit et arxit ac totis suis viribus contra ipsum Johannem Melhuysshe in premissis contra statuta predicta prosequitur ipsumque Johannem superinde condempnari summa diligencia nititur in nostri contemptum et ipsius Johannis Melhuysshe grave dampnum gravamen et depauperacionem manifesta ac contra formam statutorum predictorum Unde nobis supplicavit idem Johannes Melhuysshe sibi remedium in hac parte provideri festinum Et nos jura dicte corone nostre prout vinculo juramenti astringimur manutenere volentes ac contra eadem nolentes ligeos nostros suspencionibus violari illicitis Vobis prohibemus et precipimus ne placitum predictum premissa aliqualiter tangens

and possession of the aforesaid John Melhuysshe, at Truro, in the aforesaid county of Cornwall; And the same John Tyson, being so possessed, made his testament and last will, and thereby appointed Alice his wife executrix thereof, and [then] died; By virtue whereof the aforesaid Alice after the death of him John was similarly possessed of the aforesaid ninety-two blocks of tin; And she, Alice, being [so] possessed [thereof] of right, for certain considerations specially moving her, gave and granted the aforesaid ninety-two blocks of tin to Brian Tyson, the natural son of them, John and Alice; By virtue of which gift the aforesaid Brian was possessed of the aforesaid ninety-two blocks as of his own proper goods and chattels; And whereas afterwards the aforesaid John Melhuysshe, by the order of the aforesaid Brian Tyson, transported in a certain ship twenty blocks of tin, parcel of the aforesaid ninety-two blocks of tin, from Truro aforesaid to a certain place called the Pool near Saint Katherine's in the river Thames within the body of the county of Middlesex; Nevertheless one William Parry, not weighing the aforesaid statutes, and contriving against the same [statutes] unduly to harass, oppress, and vex, the said John Melhuysshe, by the officer of the court of Admiralty distrained, attached, and caused to be attached, the aforesaid twenty blocks of tin of the aforesaid Brian Tyson, [then] in the custody of the said John Melhuysshe at the Pool near Saint Katherine's aforesaid, within the body of the said county of Middlesex, and by reason thereof caused the aforesaid John Melhuysshe to be cited for detention of the said twenty blocks of tin, and also for detention of the seventy-two blocks of tin, residue of the aforesaid ninety-two blocks of tin, [then] being and remaining in the custody of him, John Melhuysshe, at Truro aforesaid, and constrained him, John Melhuysshe, to appear and come before you at Southwerk in the county of Surrey, and compelled and constrained him, John Melhuysshe, on that account to make answer to the same William Parry, as though in a civil and maritime cause, whereas it was not such a cause, and with all his strength proceeds against him, John Melhuysshe, and with his utmost endeavours strives to have him, John, condemned thereon, in contempt of us and to the grievous damage oppression and manifest impoverishment of him, John Melhuysshe, and against the form of the aforesaid statutes; Wherefore the same John Melhuysshe has petitioned us to have a speedy remedy provided him in this behalf; And We, desiring to maintain, as by Our oath we are bound to do, the rights of Our said crown, and being unwilling that Our lieges should be oppressed by unlawful delays, against the same statutes, Prohibit and enjoin you that you no longer entertain before

coram vobis ulterius teneatis nec quoquomodo inde attemptetis seu attemptari permittatis aut procuretis quod in nostri contemptum aut ipsius Johannis Melhuysshe dampnum prejudicium aut depauperacionem quoquo modo cedere valeat sub violatoris legis nostre penam periculo incurrendi sentenciam si quam in ipsum Johannem Melhuysshe ea occasione aliqualiter fulminaveritis seu fulminari fecistis aut procurastis ei inde penitus absolventes et exonerantes de eisdem [1] periculo incumbente Teste Ricardo Lyster apud Westmonasterium xxv° die Junii anno regni nostri tercio.

ROOPER ET HEYWODE

DRYVER c. WYMONDE.

A.D. 1549 File 17, No. 31. Sentence for not transmitting money received for the ransom of Dryver, who was detained as a hostage at Dieppe. See also File 17, No. 107 (libel); and *ibid.* No. 143.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) memoratum Willielmum Wymonde summam viginti septem librarum legalis et currentis monete Anglie per amicos dicti Johannis Dryver ad villam de Depa in partibus ultramarinis in et per navem sive naviculam primo et proximo [1] post recepcionem dicte summe ad dictam villam de Depa a villa sive portu de Rye in comitatu Sussex per altum mare transmittende [?] unacum quibusdam litteris salvi conductus pro redemcione ejusdem Johannis Dryver tunc captivi et incarcerati in dicta villa de Depa remanentis habuisse et recepisse ac ad prefatum Johannem Dryver sic transmittere seu destinare in se suscepisse et promisisse eandemque summam xxvij^{li} unacum litteris salvi conductus predictis juxta susceptum mandatum et promissionem suam predictam non transmisisse aut destinasse Dictumque Johannem Dryver racione et pretextu negligencie et culpe dicti Willielmi Wymonde non transmittentis aut destinantis summam pecunie et litterarum predictarum [*sic*] juxta mandatum et promissionem suam hujusmodi summam xlv^{s} bone et legalis monete Anglie pro victu et victualibus suis exposuisse et fecisse pronunciamus decernimus et declaramus Necnon ipsum Willielmum Wymonde . . . (*Condemnation in 45s. and costs in common form*).

[1] Sic.

you the aforesaid plea in any way touching the premises, nor attempt, nor permit, nor procure anything to be attempted therein, that may in any way tend to contempt of Us, or to the damage prejudice or impoverishment of him, John Melhuysshe, under peril of incurring the penalty [due to] those who violate Our law, and that if you have in any way fulminated or caused or procured to be fulminated any sentence against him, John Melhuysshe, you wholly absolve and exonerate him therefrom at your peril. Witness Richard Lyster at Westminster the 25th day of June in the third year of our reign

ROOPER AND HEYWODE

DRYVER c. WYMONDE.

. . . Therefore We, Griffin Leyson, . . . (*in common form*) . . . pronounce, decree, and declare, that the said William Wymonde had and received on board his ship the sum of £27 lawful and current English money, to be transmitted across the high sea by the friends of the said John Dryver to the town of Dieppe, in parts beyond sea, by [his] ship or vessel, [which was to sail], by the first and next [fair wind] after the receipt of the said sum to the said town of Dieppe, from the town or harbour of Rye, in the county of Sussex, together with certain letters of safe conduct for the redemption of the same John Dryver, who was then kept captive and imprisoned in the said town of Dieppe; And that he undertook and promised to transmit or forward [the same] to the aforesaid John Dryver; And that he failed to transmit or forward the same sum of £27, together with the aforesaid letters of safe conduct, according to the mandate [so] undertaken and to his aforesaid promise; And that the said John Dryver, by reason and on account of the negligence and fault of the said William Wymonde in not transmitting or forwarding the sum of money and letters aforesaid, according to the mandate [given him] and to his promise aforesaid, expended and laid out the sum of 45*s.* of good and lawful English money for his food and sustenance . . . (*condemnation of Wymonde in* 45*s. and costs in common form*).

PAYCOCKE c. KLYNGENBARCHE.

A.D. 1549 File 17, No. 24. Sentence for non-delivery of wines. The contract for sale of these wines (File 17, No. 92) contains an undertaking by Paul Klyngenbarche to deliver the wines at Hull—'excepto fortuna maris ignis aque et inimicorum ita except' dictus tamen Paulus probans illud verum esse'; see File 17, Nos. 73, 91, 93, libel and answer.

. . . Idcirco Nos Griffinus Leyson . . . . (*in common form*) . . . prefatum Paulum Klyngenbarche xlj dolia vini Gasconici pro summa ccccvj^{li} xiij^{s} iiij^{d} bone et legalis monete Anglie bargandizasse et vendidisse dictis Roberto Paycocke Willielmo Watson Gregorio Paycocke et Oswino Hedwyn mercatoribus civitatis Eborum ad certum diem jam effluxum tradenda et deliberanda eisdem vel eorum assignatis super terram siccam infra villam de Kings Towne super Hull in comitatu Eborum dictum tamen Paulum Klyngenbarche contractum et convencionem hujusmodi in ea parte init' et per eum confessat' non perimplesse nec perimplere curasse in tempore limitato jam effluxo vel citra nec in presenti curare sed pretendentem se quibusdam pretensis causis impeditum quominus ea faceret debite requisitum et interpellatum ad ea facienda premissa facere recusasse et in presenti recusare seu saltem plus justo distulisse et in presenti differre hujusmodi contractum et convencionem violando ad damnum et interesse prefatorum Roberti Paycock Willielmi Watson Gregorii Paycocke et Oswini Hedwyn ad summam clxij^{li} xiij^{s} iiij^{d} legalis monete Anglie Quare prefatum Paulum Klyngenbarche . . . (*condemnation in* £162 13*s.* 4*d. and costs in common form*).

MICHELL c. WINES IN THE HANDS OF TAYLOUR.

A.D. 1550 File 18, No. 181. Article on first decree; goods spoiled from a ship in distress decreed to be delivered to the plaintiff.

. . . pars discreti viri Vincentii Mychell Veneti in civitate Londonie residentis domini et proprietarii novem vasorum sive butt [1] vini Cretici nuper apud ripam sive locum nuncupatum Gibbons Key civitatis Londoniensis infra jurisdiccionem dicti domini nostri Regis sue Admirallitatis Anglie arrestatorum et in custodia cujusdam Thome Taylour dicte ripe sive loci custodis sub arresto hujusmodi existentium Necnon contra eadem vasa sive buttas [1] vini Cretici ac contra quemcunque alium coram vobis pro eisdem vasis in judicio legitime inter-

[1] Sic.

PAYCOCKE c. KLYNGENBARCHE.

. . . Therefore We, Griffin Leyson, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Paul Klyngenbarche bargained and sold to the said Robert Paycocke, William Watson, Gregory Paycocke, and Oswin Hedwyn, merchants of the city of York, for the sum of £406 13*s.* 4*d.* good and lawful money of England, 41 butts of Gascony wine, to be handed and delivered to them or their assigns, at a fixed day now past, upon dry land within the town of Kingston upon Hull, in the county of York; But that the said Paul Klyngenbarche has not been careful within the time limited to perform or fulfil such contract and agreement entered into in that behalf and admitted by him, and, pretending that he was prevented by certain pretended causes from so doing, when duly required and asked to perform the premises, he refused, and now refuses, or at least has unduly delayed, and still delays, to do so, in violation of the contract and agreement aforesaid, [and] to the damage and [loss of] interest of the aforesaid Robert Paycocke, William Watson, Gregory Paycocke, and Oswin Hedwyn, to the amount of £162 13*s.* 4*d.* lawful English money; Wherefore . . . (*condemnation of Klyngenbarche in* £162 13*s.* 4*d. and costs in common form*).

MICHELL c. WINES IN THE HANDS OF TAYLOUR.

. . . the party of the discreet man, Vincent Michell, of Venice, residing in the city of London, owner and proprietor of nine vessels or butts of Cretan wine lately arrested at the wharf or place called Gibbon's Key in the city of London, within the jurisdiction of our said lord the King, his Admiralty of England, and [now] in the custody of one Thomas Taylour, the keeper of the said wharf or place, and also against the same vessels or butts of Cretan wine, and against any one else lawfully intervening in court before you for the same vessels,

venientem dicit allegat et in hiis scriptis in jure proponit Quod dictus Vincentius Michell mense Junii anno domini millesimo quingentesimo quadragesimo nono dicta novem vasa sive buttas vini Cretici in insula Crete in quadam navi ad quendam Gonsalum Rodrigues spectante per se aut mandato sive jussu suo per ejus institorem pro hoc regno Anglie oneravit seu onerari fecit et causavit, dictaque navis Angliam versus navigando, super mare in loco marittimo ante partes comitatus Essexie culpa et negligencia piloti ejusdem navis in loco vocato the Nowre periclitabat, Quodque quidem malefactores eidem Vincentio Michell penitus ignoti, dicta novem vasa sive buttas vini Cretici a navi predicta sic ut prefertur periclitata injuriose abstulerunt et abinde ad civitatem Londonie subdole vehi et transportari fecerunt et procuraverunt, Que quidem novem vasa sive buttas[1] vini Cretici fuerunt et sunt bona propria dicti Vincentii Michell et signo sive stigmate suo solito et consueto depicta et signata et in manibus et custodia dicti Thome Taylour remanent et existunt Unde prefatus Vincentius Michell spem aliam . . . (*in common form*).

DE OTTRANTO c. GOODS IN THE HANDS OF SALVAGO.

A.D. 1550 File 18, No. 126. Extract from libel claiming performance of a marriage contract of foreigners, entered into at Messina. The following is a summary of the libel: Andreas de Ottranto, merchant of Messina, shipped wines at Messina for London and died on the voyage. Tarquinius de Ottranto, his son, thereupon became entitled to the wines, which subsequently arrived at Bristol and were there sold by Ancellinus Salvago for the use of Tarquinius. Upon the marriage of Tarquinius with the plaintiff, Maria de Ottranto, *née* Galiardett, who was endowed by her father, Franciscus Galiardett, with money and gold chains, Andreas de Ottranto entered into the contract set out below for the payment of money to be settled on his son and his son's wife and children. He failed to perform his contract, the money was never paid, and he died insolvent. Thereupon Tarquinius was arrested at Messina and imprisoned by his own and his father's creditors. The libel (par. 18) alleges that by the civil law marriage contract debts have priority—'mulier in matrimonio dotata adeo fuit et est privilegiata.' Andreas' goods at Messina were sequestrated at his death at the instance of the plaintiff. The libel claims the money in Salvago's hands which arose from the sale of the wines.

. . . Item quod racione nupciarum predictarum atque in compensacionem dotis predicte ex parte prefate Marie ut prefertur date memoratus Andreas de Ottranto pro parte sua et dicti Tarquini filii sui

[1] Sic.

says, alleges, and in this writing propounds in law: That the said Vincent Michell, in the month of June in the year of our Lord 1549, the said nine vessels or butts of Cretan wine in the island of Crete in a certain ship belonging to Gonsalus Rodriguez himself, or at his order or command, by his agent loaded or caused to be loaded for this realm of England; And that the said ship in her voyage to England on the high sea at a maritime place off [the coast of] the county of Essex, at a place called the Nore, by the fault and negligence of the pilot of the same ship was in distress; And that certain evildoers, who are wholly unknown to the same Vincent Michell, wrongfully carried off the said nine vessels or butts of Cretan wine from the aforesaid ship so being in distress as aforesaid, and fraudulently caused and procured the same to be carried and transported from thence to the city of London; Which nine vessels or butts of Cretan wine were and are the proper goods of the said Vincent Michell, and, being marked and signed with his usual and accustomed mark or sign, remain and are in the hands and custody of the said Thomas Taylour; Wherefore the aforesaid Vincent Michell having no other hope . . . (*of obtaining redress except by arrest of the wines, causes the same to be arrested; prayer to be put into possession, in common form*).

DE OTTRANTO c. GOODS IN THE HANDS OF SALVAGO.

. . . Also that, by reason of the aforesaid marriage, and in return for the aforesaid dowry given as aforesaid on behalf of the aforesaid Maria, the said Andreas de Ottranto, on behalf of himself and his son

promisit ac firmiter stipulatus est seseque et ejus heredes ad contribuendum donandumque ac solvendum et satisfaciendum dicto Tarquinio ejus filio et prefate Marie ipsius ut prefertur uxori heredibusque sive liberis ex eorum corporibus in matrimonio predicto procreandis in et propter nupcias hujusmodi pro parte ipsius Tarquini filii et cum eodem filio summam quindecim mille coronarum sive scutorum aureorum valoris cujuslibet corone ad quinque solidos aut circiter tunc se extendentis astrinxit et obligavit prout per instrumentum publicum inde confectum plene et manifeste apparet et si opus fuerit in eventu litis alias plenius apparebit. . . .

ARNOLDE c. ANTHONISON.

A.D. 1551 File 18, No. 21. Sentence condemning Anthonison for negligent carriage of goods. See also File 17, Nos. 46, 59 ; File 18, No. 183.

. . . Idcirco nos Griffinus Leyson . . . (*in common form*) . . . prelibellatum Jacobum Anthonison in centum et viginti le quarters wheate et malte ex bonis dicti Edwardi Arnolde in navem dicti Jacobi receptis ac culpa et negligencia dicti Jacobi postea ejectis et deperditis seu in eorum vero valore quem ad summam triginta sex librarum et decem solidorum currentis monete Anglie estimamus et in expensis . . . condemnamus . . . (*in common form*).

COCKS c. BOVYNGTON.

A.D. 1551 File 19, No. 67. Sentence condemning Bovyngton for damage to a lighter sunk by his negligence, and for money due for the hire of the same. The libel is File 18, No. 51.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatum Willielmum Bovyngton naviculam libellatam a memorato Roberto Cocks domino et proprietario ejusdem conduxisse ac sub modo et forma libellatis cum memorato Roberto Cocks pepigisse et convenisse eandemque naviculam in suo itinere et occupacione per tres ebdomadas retinuisse et habuisse eoque pretextu summam vj^{s} viij^{d} videlicet pro quolibet [1] ebdomada ij^{s} currentis monete Anglie eidem Roberto Cocks debuisse et debere dictamque naviculam sic ut premittitur a dicto Willielmo conductam submersam fuisse et esse eoque pretextu summam octo librarum currentis ejusdem monete Anglie pro dicta navicula dictum Willielmum Bovyngton

[1] Sic.

Tarquinius, promised and firmly bound himself and his heirs to contribute, give, pay, and satisfy, to the said Tarquinius, his son, and to the aforesaid Maria, his wife, and to the issue or children to be begotten of their bodies in the aforesaid wedlock, upon and by reason of the said marriage, on behalf of him Tarquinius the son and together with him the same son, the sum of fifteen thousand crowns or golden scuti, each crown being then of the value of five shillings or thereabouts, as by a public instrument made thereupon fully and manifestly appears, and, if so required, will in the result of [this] suit more fully appear.

ARNOLDE c. ANTHONISON.

. . . Therefore We, Griffin Leyson, . . . (*in common form*). . . by this Our diffinitive sentence or this Our final decree, which We pass or promulgate in this writing, condemn the aforesaid Jacob Anthonison in 120 quarters of wheat and malt of the goods of the aforesaid Edward Arnolde received in the ship of the said Jacob, and by the fault and negligence of the said Jacob afterwards cast overboard and lost, or in their true value, which We assess at the sum of £36 10*s*. of current English money and in lawful costs . . . (*in common form*).

COCKS c. BOVYNGTON.

. . . Therefore We, Griffin Leyson, doctor of laws, the judge aforesaid, . . . (*in common form*) . . . pronounce, decree, and declare, that the before-named William Bovyngton hired the craft libellate from the [above]-mentioned Robert Cocks, the owner and proprietor of the same, and in manner and form libellate contracted and agreed with the [above]-mentioned Robert Cocks, and kept and had the same craft in his [use?] and occupation for three weeks; And that by reason thereof he owed and owes to Robert Cocks, according to the promise and agreement libellate, the sum of 6*s*. 8*d*., namely for each week 2*s*.[1] of current English money; And that the said craft so hired as aforesaid from the said William was and is sunk, and that by reason thereof the said William Bovyngton owed and owes the sum of £8 of the same

[1] Sic.

eidem Roberto Cocks juxta pactum et convencionem libellat' debuisse et debere easdemque summas videlicet vj^{s} viij^{d} et octo libras currentis monete predicte eidem Roberto solvere plus justo recusasse et recusare Necnon eundem Willielmum Bovyngton ad solvendum tradendum et deliberandum dictas summas ut prefertur respective specificatas dicto Roberto Cocks de jure teneri et ad hoc cogendum et compellendum fore debere pronunciamus decernimus et declaramus Eundemque . . . (*condemnation of Bovyngton in damages and costs in common form*).

STYNTE c. CROWCHE.

A.D. 1551 File 19, No. 9. Sentence upon a recognizance; see also File 18, No. 86.

In dei nomine Amen Auditis . . . (*common form*) . . . meritis et circumstanciis cujusdam cause civilis sive stipulacionis et recognicionis alias coram nobis per Henricum Crowche de Grisley Comitatus Derby generosum apud acta Curie principalis dicti supremi domini nostri regis sive[1] Admirallitatis Anglie facte que coram nobis inter Thomam Stynte et Johannem Burnell cives civitatis London' partem dictum Henricum Crouch per quoddam warrantum in hac parte a dicta curia prefati supremi domini nostri regis sue Admirallitatis Anglie per eosdem Thomam Stynte et Johannem Burnell impetratum et emanatum causam racionabilem et legitimam si quam pro se habeat aut dicere sciat quare realis execucio contra eundem Henricum Crowch et ejus bona juxta stipulacionem et recognicionem alias in hac parte ut prefertur factam fieri non deberet alias contra dictum Henricum Crouch executum et penes Registrarium dicte curie introductum vocantem et nitentem [?] ex una et prefatum Henricum Crowch partem contra dictam stipulacionem sive recognicionem dicentem et objicientem Necnon dictum warrantum alias ut prefertur impetratum emanatum et exhibitum ac contra eundem Henricum executum vimque formam et effectum ejusdem impugnantem ex altera parte aliquamdiu vertebatur et adhuc vertitur . . . Idcirco nos Johannes Gybbons surrogatus sive substitutus[2] ac judex antedictus . . . (*all in common form*) . . . prenominatum Henricum Crowche in probacione dicte sue materie pretense defecisse et deficere nullamque causam sufficientem (ut prefertur) quare realis execucio contra eum et ejus bona fieri non deberet ostendisse aut probasse Et ideo realem execu-

[1] Sic; semble, mistake for 'sue.'

[2] For Dr. Leyson.

current English money to the same Robert Cocks for the said craft, according to the contract and agreement libellate; And that he, [Bovyngton,] has for a longer time than is right refused and [still] refuses to pay to the same Robert the same sums, namely 6*s*. 8*d*. and £8 of current money aforesaid; And also that the same William Bovyngton is of right bound to pay and deliver the said sums specified as aforesaid to the said Robert Cocks, and ought to be obliged and compelled to do so . . . (*condemnation of Bovyngton in damages and costs in common form*).

STYNTE c. CROWCHE.

In the name of God Amen. Having heard . . . the merits and circumstances of a civil cause or stipulation and recognizance heretofore entered into before us by Henry Crowche, of Gresley in the county of Derby, gentleman, [and enrolled] amongst the acts of the court of our supreme lord the king, his Admiralty of England, which cause has for some time past been pending, and is now pending, before me, between Thomas Stynte and John Burnell, citizens of the city of London, the parties calling and summoning[1] the said Henry Crowche by a warrant in this behalf heretofore obtained and issuing by and at the instance of the same Thomas Stynte and John Burnell out of the said court of our aforesaid supreme lord the King, his Admiralty of England, against the said Henry Crowche, and placed in the hands of the registrar of the said court,[2] that he should show lawful and reasonable cause, if he has or can show [any such], why real execution should not be issued against him, Henry Crowche, and his goods, according to the stipulation and recognizance heretofore entered into [by him] in this behalf, as aforesaid, of the one part, and the aforesaid Henry Crowche, the party alleging or objecting against the said stipulation or recognizance, and against the said warrant heretofore as aforesaid obtained and issuing and exhibited and executed against the said Henry, and impugning the force, form, and effect of the same, of the other part . . . Therefore We, John Gybbons, surrogate or substitute and judge aforesaid, . . . (*all in common form*) . . . pronounce, decree, and declare, that the before-named Henry Crowche has failed and doth fail in the proof of his said pretended matter, and that he has shown and proved no sufficient cause (as aforesaid) why real execution should not issue against him and his goods; And

[1] Qy; nitentem. [2] The construction of these words is not clear.

. cionem contra eundem Henricum et ejus bona juxta recognicionem et stipulacionem suam in hac parte (ut prenarratur) apud acta curie predicte per eum factam fieri deberi pronunciamus decernimus et declaramus Eundemque Henricum in expensis . . . condempnamus . . . (*in common form*).

BROWNE c. MAYE.

A.D. 1551 File 20, No. 42. Extract from libel claiming damages upon a warranty of title given upon the sale of the 'Cock' of Dieppe. The warranty was to 'warrant and defende the sayed shipp as well againste the kings majestie our sayed soveraigne lorde as agaynste all other persons makinge clayme or chalenge to the same shipp for the term and space of one hole yere and a daye next cominge after the date hereof.' There is a similar bond of warranty given upon the sale of the 'Mary Gabriel,' File 19, No. 82, 'by one whole year and one day from the date of thes presents to be accompted after the law of Oldren (*sic*) fortune of the sea fyre and enemy only excepted.'

2. Item quod post et citra premissa ac longe ante annum post datam dictarum literarum obligatoriarum superius mencionatarum elapsum dicta navis vocata the Cock of Diepe in eisdem literis mencionata fuit apud regnum Scotie ad instanciam peticionem et procuracionem ejusdem Petri Neveu mercatoris de Diepa seu alicujus alterius Francorum Regis subditi auctoritate sufficienti arrestata et attachiata necnon ab eodem Thoma Browne juris ordine rite et legitime evicta et recuperata.

that therefore real execution should issue against him, Henry, and against his goods, according to his recognizance and stipulation entered into in this behalf by him [and enrolled] amongst the Acts of the court as is aforesaid; And We condemn him, Henry, in costs . . . (*in common form*).

BROWNE c. MAYE.

2. Also that after and subsequent to the premises, and long before a year from the date when the letters obligatory above mentioned had expired, the said ship called the 'Cock' of Dieppe, mentioned in the same letters, was by a competent authority arrested and attached in the kingdom of Scotland at the instance and upon the petition and by the procuration of the same Peter Neveu, merchant of Dieppe, or some other subject of the King of the French, and was by process of law duly and lawfully taken and recovered from the possession of the same Thomas Browne.

FAIRFELDE c. FOSTER.[1]

A D. 1548 File 16, No. 123–124. Award of arbitrators in a case of assault.

This awarde made and geven up the xiijth day of January in the first yere of the reigne of our soveraigne lorde Edward the Syxt by the grace of God kinge of Englond Fraunce and Irelond defendour of the faithe and of the churche of Englond and also of Irelond in earthe the supreme hed by us William Bell of London gentilman and Robert Bell of London Fysshmonger arbytratours betwene William Fairefelde bargeman servaunt to William Brayfelde of London on the one partie and Richard Foster of Boulloigne on the other partie of their mutuall assentes indifferently elect and chosen Wharupon we having examyned the matter nowe in varyaunce betwene the said parties do fynde deme and judge by the examynacion thereof that the said William Fairefelde was hurt and had his hed broken by and thorough his owne foly and default ffor that in case the said Richard Foster had not then strocken the said William Fairefelde he the same William Fairefelde wolde have done worse harmes to the same Richard Foster and that that the said Richard did was in the defens of hym self and not otherwise In witnes whereof to this our awarde we have sett our sealles Yoven the day and yere abovesaid

by me Wyllyam Bell J. Scampion
per me Robert Bell (*notarial mark*)

GAMBLE c. ANDREW.

A.D. 1551 File 20, No. 87 (annexed). Libel for interference with the Long Ferry from Gravesend to London by interloping tilt boats. Allegation of the custom and of the monopoly granted to the owners of the Gravesend ferry barges by letters patent of Hen. IV. File 20, No. 80 is a similar libel.

The olde ancient custume and ordre used and observed time oute of mannes memory by the inhabitants of Gravesend by vertue of the Kings graunts of this realme graunted to the same ys and hath been that the transporting and conducting of the Kings subjects from Gravesend to London cum fluxu et refluxu maris et aque ac per maris

[1] This and the following cases in English are printed consecutively on left and right hand pages. This has made it necessary to take some of them out of their chronological order and position upon the files.

fluxum et refluxum atque pertransitum [1] maris shall be by the barges of Gravesend and by suche persons inhabiting the same toune as hathe barges and other vessels with there barges therfore prepared and not by the tilte boats of them that hathe nor usethe any of the said barges but onely tilte boats And the order and use of the occupiing of the said barges to theffect aforsaid ys that the owners and occupiers of the said bargies shall have the only use exercise and profitt or commoditie of them and allso conducte the people only at suche tymes as shall come to there torne and course which is that first on owner or occupier shall have on tyed and then a nother the nexte tied and so consequently tyede by tied one after a nother tyll every oner hathe his course and turne and then to be begin[1] agayne and allwaies continually to follow the same ordre and none inhabitaunt to let or interrupt a nother in his course And that for the said conducting and transporting ij^{d} only be taken and receyved of every person so transported in ther barges in so muche that yf there be only thre or iiij persons at any tide that will go by barge and pay the acustumed freight which is but 4^{s} from thens to London the awners be bound to cary the same for the said 4^{s} and so hath used time oute of mynd and yet dothe use the same notwithstanding that aswell ther servants or mariners wagies as also there meate drinke. and liveries be now farr more chargeable to the owners and occupiers of the said barges then thei were wont to be

HAMP c. MAMSILLION.

A.D. 1551 File 20, No. 64. Libel claiming damages for arresting plaintiff and imprisoning him at Dieppe in respect of contraband goods carried from France to Scotland, captured by the plaintiff, and sold in pursuance of the proclamation of Henry VIII. set out in the libel as follows :

. . . That yf any Inglishman coulde take any shipp or other vessell laden withe victualls or artillary or any other thing comyng oute of France to Scotland to the intente to ayde or succour the same realme of Scotland that ther the same Inglishmen shulde take the same shipp or vessell so laden and bryng hym in to the nexte Boroughe village or markett towne in Inglond that they coulde safelye come to and there to make sale thereof at suche price or pryces as the judge or justice of the same place where yt was so putt to saale shulde thinke reasonable gyffyng the merchaunts thereof the hole sume that so shulde arise or growe of the same goods so taken

[1] Sic.

In re WINES OF SIMONET.

A.D. 1552 File 21, No. 123. Protest for non-payment of freight. Application that the cargo be sold to pay freight and that the residue of the proceeds be paid into court. A Latin copy of the protest is upon the file.

In the name of God Amen I John Siericks shipper of Hamburgh and master under God of a ship called the White Lyon of the burden of ccl ton or thereabouts now beyng at Blackwall in the river of Thamys doo in the best manner that I can or maye and to all effect of the lawe that maye therof ensue saye allege and declare that whear I and other the maryners and company of the same ship to the nombre of xxv^{ti} persones through the default and negligence of Petir Symonet agent and factor of one Adrian Clayson of Poppendam owner of clx tonnes of Rochell wynes lately laden in the said ship at Rochell have tarryed and remayned in and about the said place with the said ship and wynes the space of vj weeks or thereabouts lokyng where they wolde discharge the same wynes and paye me my freight due for the same Which they have not doon but hytherto unjustly deferred Whereby I have been at xv$^{li.}$ charges wekely or thereabouts over and besides the damage and interesse etc. to the some of clx$^{li.}$ currant money of Englonde or thereabouts I doo protest that ther hath been or is no fault ne let in me but that the said wynes myght have been discharged and delivered to the same Adrian his factor or assigney or any other having interest in that behalf at tyme and place convenyent But onely in the said Adrian Clayson and Petir Symonet or eyther of them not regarding to unlade and receive the same wynes and to paye the said freight And therefore I protest as well for the damage and interesse which by reason of the premyses hitherto I have susteyned as for those which hereafter I shall happen to susteyn to be recoverid of the said Peter and Adrian And further I protest that in cace the saide Petir and Adrian or other pretending to have right and interest in this matter do not find the meanes within the space of six days next after the publishing of this my protest to come and receive the said wynes and to paye me my freight due for the same That then I myself do intend by all the best meanes which of right I can or may to put the said wynes openly to sale so as with the price thereof I maye be paied my said freight and damages and interesse accordyng to thextremytie of the lawe And the rest of the value of the said wynes if any remayn to deposit and leave in the Kings

Majesty's pryncypall court of his Admyralitie to the use and behoof of the said Petir and Adrian or any other that shall pretend title to the same

Set up and published openly in the Burse of Lombard strete of London [thre sondry strete][1] tymes when most nombre of merchants were assembled that is to saye . . . the vij and viij days of this present Julie 1552

ORDINANCES AS TO ILLEGAL FISHING.

A.D. 1552 File of warrants, No. 2. Ordinances of the Admiralty Court as to salmon and trink boat fishing in the Thames. In the same file are presentments of those fishing illegally; a note (1543) that John Smythe and John Godfreye were sentenced to stand in the stocks for fishing on Sundays; and miscellaneous records of proceedings at Admiralty Sessions in matters relating to the Thames.

Die iij° Augusti 1552 regni regis supremi domini nostri Edwardi 6 anno quinto apud Barkinge in Comitatu Essexie in curia principali sue Admirallitatis Anglie ibidem tenta sic ordinatum existit

Item that nooe maner of salmon boate shall dryve but only the hie water still and the lowe water still And that no person nor persons from hensfurthe doo shote any wyddenett withiin x fadom of his next felowe by estimacon in the day tyme nor within xx fadom by night Thesterly man to begynne first and so every man to shote in order so that none dooe drive in any place but only in podds Elme reche from the bare shore under Hooks Nasse on the Northe side unto Hamflete Mouthe And on the Sowthe side from Fox Willows to the toppe of Torne Nasse under the paine of vj^{s} viij^{d} for every offence Yovyn under the seale at Causes of the said Cowrte the daye and yeres abovesaid

Concordat cum Registro ROGER HUNTTE

* * * * * * * *

Veneris 20 die mensis Julii anno domini 1554 regni supreme domine nostre Marie Anglie regine anno secundo extractum ab ordinacionibus curie principalis ejusdem domine nostre regine sue Admirallitatis Anglie publicatis in dicta curia tenta apud Barckinge in Comitatu Essexie die iij° mensis Augusti anno domini 1552 regnique

[1] These words are supplied from No. 121. The signature of the notary is destroyed.

nuper domini nostri Edwardi 6 regis Anglie anno quinto In quibus inter alia continetur : [1]

[Regulations as to the number of trinck boats to work in the Thames; as to size of nets; as to showing a light at night, under a penalty of 6*s.* 8*d.*]

ORDER IN COUNCIL.

A.D. 1557 File 27, Hil. No. 59. Order of Council as to enemies' goods in friends' ships, and friends' goods in enemies' ships.

The Frenshemen have lawes and doe putt the same in execution against the subjects of this realme whiche the counsell thinke convenient to be kepte lykewyse towardes them.

That yf the shippes of our subjectes do take by sea any other shippes appertayninge to any other our subjectes or to our allies confederattes and friendes in the whiche shalbe founde goodes merchaundises or men of our enemyes or lykewise also shall take the shippes of our sayd enemyes in the whiche shalbe founde the persones merchandises or other goodes of our sayd subjectes allies confederattes and frendes or in the whiche our said subjectes confederattes and allies shalbe parteners in eny porcion that then the whole shalbe judged to be of good prise.

COMBES *c.* WYNTROPP.

A.D. 1558 File 29, No. 13; see also *ibid.* Nos. 12, 14. Adam Wyntropp and William Wyntropp, his son, petition the Council in the following matter (*ibid.* No. 14): Twelve years ago Thomas Combes bought goods of Adam Wyntropp in London, and Wyntropp sued Combes for the price in the City of London Court; whereupon Combes 'by the synyster labor of the Frenche Imbassador and allso by other crafty meanes defarred and delayed the said Adam your orator from hys right,' and caused him to be arrested by process of the Admiralty Court. By order of the Council the action in the City of London Court and the suit in Admiralty were stayed until further order; Combes disobeyed the order of the Council and had Wyntropp again arrested by process of the Admiralty Court (see *ibid.* No. 109). Thereupon the King's Bench appear to have issued a warrant for the arrest of the judge of the Admiralty; the Council order the Chief Justice and the judge of the Admi-

[1] (*Translation*): On Friday, the 20th day of July, in the year of the Lord 1554 and the second year of our Supreme Lady Mary, Queen of England, extracted from the Ordinances of the Principal Court of the same our Supreme Lady the Queen, her Admiralty of England, published in the said court holden at Barking, in the county of Essex, upon the third day of the month of August, in the year of the Lord 1551 and in the fifth year of our late lord the King Edward VI, King of England; in which amongst other things is contained as follows:

ralty to appear before them and to argue the question of jurisdiction (*ibid.* No. 14); see also Mr. Dasent's 'Acts of the Privy Council,' 1558–1570, p. 12; Wyntropp prays the Council to issue a commission for the appointment of arbitrators to settle all matters in dispute between him and Combes; the Council appoint Alderman Martyn, Thomas Hunt, William Hollande, and Edward Catlyn, merchants, as arbitrators, stating that 'the matter seemethe so moche intricate as yt nedethe therfore the travayle of soche experte and wyse men as ye be reported unto us in those affaires that have passed betwene them.'

A coppiee of the Counsells order.

At the towar the iij[d] of Dessembar 1558.

We heare the Cheeff Justyce of the Kynges Benche dyd of late make owt an attachement against the judge of the Admyralltie uppon pretense that he had intermedled in hys jurysdiccyon in a matter dependinge betwene one Adam Wyntropp of London and Jhon Combes a Frencheman It was thys daye ordred by my Lordes of the Counsell uppon the hearinge of bothe the sayde judges and what eyther of them coulde alledge for hym sellfe that aswell the processe awarded owte againste the seyde judge of ye Admyraltie as the seyde matter in controversye betwene Wyntrop and Combes shalbe stayed untyll theyr Lordshypps uppon consyderacyon of that hathe bene alledged on bothe sydes for the mayntenance of theyr severall jurysdyccyons shall take some further order herein For ye better doinge whereof they weare comawnded to bryng to my sayde lords of the counsell a note in wrytinge of the causes wherein they have or maye contende for theyr sayde jurysdyccyons so as theruppon theyr Lordshyps maye determyne some staye and order betwene them accordinge to equytie and justyce The sayde Wyntrop beinge thys daye brought before the Lords was commanded that he shall not any further proceade in the matter betwene Combes and hym untyll theyr Lordshypps shall take further order therein uppon payne of doble the somme of the accyon that ys taken against hym

Concordat cum Registro W. Smyth

SPENCER c. CESSON (or COOKE).

A.D. 1559 File 30, No. 122. Letter from commissioners to examine witness, praying to be excused.

Righte Worshipfuil our harty comendacyons remembred Wheare by vertue of a comyssion unto us and others dyrected from the right honorable the Lord Clynton high Admyrall of Inglond owte of the

Cowrte of the Admyralte for thexamynacion and taking of certeyn deposicions and wytnesses uppon certeyn interrogatoryes annexed to the same comyssion so mynistred by Geffery Spencer of Bryghthelmeston merchaunte playntyf and John Cooke of Cuckefeld defendant concernyng a certeyn cyvill cause depending in the same court bytwen the seid partyes fforasmoche as the more part of the seid comyssioners have been sicke and deceassed and also for lacke of spirituall [?] persons the seid wytnesses be nott examyned nor the seid comyssion executed within the tyme appoynted Whearfor hit may please you for the quyetnes of the parties and for justice sake to take som other order and way therin And for our partes we have small experyence in cyvill and maryne affayres We do suppose that such as can wytnes the truth in this matter wylnot come before us withowt compulsion and further proces Thus comytting the order of this matter unto you shall beseche god to sende you long prosperous lyf from Henfeld the iiijth day of October 1559

Yours

Goorge Goringe
Thomas Bysshop

(*Endorsed*) To the right worshipful Mr. Doctor Lewes judge of the high courte of the Admyralte and Mr. Doctor Gybbon Doctors of the lawe be these yeven

In re HEW TREVANYON.

A.D. 1560 File 31, No. 211. Letter to the judge praying to be excused from journeying to London to give evidence.

Right worshipfull. After my verie hartie commendacions whereas of late I receyved a monicion from your courte to make myne apparaunce there and to testefie before you in a cyvile cause betwene Christofer Prewnen and Siliacus Barkeman straungers and Mr. John Killigrewe gent' These be tadvertise you beinge called upon to serve in sondrye the Queenes Majesties affayres in the contrye here for that my howse standeth nere the see coste and betwene the havens of Falmouth and Foye I receyved from her highnes and her counsaile long before the serving of your said monicion a commission straitly charging me to have speciall regard from tyme to tyme unto the portes and havens adjoyninge and to see that all persones be in arredines with ther weapons and harnes to serve incase any her graces enemyes should attempt to arryve So as I can not accomplishe

your precept and request onles I should neglect her highnes commandment in that behalf Also it should be verye paynefull unto me beinge farre stricken in yeres and weke in bodie to travaile so great a journeye and chargeable to the partie Trustinge therfore your worshipp will accept this as no fayned excuse I shall even hartely desire you to direct your commission hether into the parties to take my deposicions and god willing I shall discharge my conscience in that I knowe accordingly Thus remitting you to the tincõn[1] of almightie god I wishe you well to do ffrome my howse in Cornewall the xxth of Marche 1559 Yours

HEW TREVANYON

(*Endorsed*) To the right worshipfull the Judges of the Quenes Majesties courte of high Admiraltie be it delivered [?]

Crastino Quindene Pasche die lune xxix^{o} die mensis Aprilis anno domini 1560.

A.D. 1560

JONSON c. BANNISTER.

File 31, No. 206. Allegation of a custom that if the ship be lost the mariners lose their wages.

4. . . . That the marrynors gonners and other ministers whosoever in eny ship or vessel laboring and travayling upon the seaes shall as well abide beare and suffer thadventure and losse of theire wages and salarie if the shippe or vessell wherein they sayle and serve by mysadventure of the seaes or tempest do perishe in that viage as the ownars and ladars shall and must in like case beare suffer and sustayne thadventure of theire sayed shipp, and goods.

A.D. 1560

BOYSE c. TYRRELL.

File 31, No. 27. Endorsement on a bill in Chancery for freight; *ibid.* No. 26, allegation of contempt for suing in Chancery.

The plaintiff hath commensed action in thadmyrall court against the defendant for the same matter comprised within this bill And the defendant hath gyven sureties to aunswere the action therein which matter doth yet there depend undischarged And therefore not to be sued in the Chancery and there all at one time.

[1] Sic.

COOPER c. HARNEYS.

A.D. 1561 File 32, No. 116. Allegation of liability of the pilot on a fishing voyage, by whose negligence the ship was lost, to contribute towards the loss. (See also *ibid.* No. 167.)

(*Allegation of eustom*) . . . That when and as often as any master and marryners taketh any shippe or boat to goo one fisshinge to the North Seas for their doles That then and in such case yf that shippe or boate do perysh in that viage by negligence wynd or wether or by any other casualtie whatsoever the said master and marryners shall and oght accordinge to their doles ratablye beare and pay there partes and portions to the owner or owners of the said shippe or boate towardes the losse of the same shippe or boate and her firnyture and apparrell.

(*Allegation that Harneys' contribution amounted to* £20 ; *that Robert Strike, a mariner, who had assigned to him for wages a double dole, had been instigated by Harneys to keep out of the way in order to escape payment of his contribution of* £20.)

LUTKINS c. CHAMPERNOWN.

A.D. 1563 File 33, No. 41. Certificate from the mayor and others of Dartmouth that Englishe had been prevented by weather from carrying to St. Malo commissioners for the examination of witnesses in the matter of the spoiling of the 'Spiritus Volans.' The seal of Dartmouth is attached.

To all and singuler true Christien people unto whom this present Testymonyall shall come to be sene hearde or understande Osmonde Harden maiour of the towne and porte of Dartemouth in the com' of Devon William Holond William Newlond Gylberte Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley latelye maiours of the saide towne Gretyng in our lorde god everlastyng Forasmoche as hit is a charitable dede and also the duetie of all Christians beyng lawfullye requyred to testifie the trueth in all matters doubtefull to them unto whom hit maie appertayne for the furtheraunce of anye juste cause and the avoydyng of ambiguities and doubtes that therapon mighte happen to ensue Whereas one Roger Englishe of Totneis in the com' of Devon merchaunte beyng appoyncted to transporte with hym unto the towne of Sayncte Malowes in the parties of Brytayne a certayn commysson directed to the Chief Justice or ordynarye there from oute of the highe courte of Thadmyraltye for

thexamynacion of certayne witneisses in Sayncte Malowes aforsaide as by the saide commission more at lardge appereth Knowe ye therefore us thabovenamed Osmonde Harden William Holond William Newlond Gylberte Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley for trueth by these presentes do testifie that the saide Roger Englishe from the xxixth daie of Decembre laste paste before the date herof unto the daye of the makyng of these presentes hathe bene reddye to departe from this towne of Dartemouth unto the Isle of Garnesey and from thence unto Sayncte Malowes aforesaide in all whiche tyme no barcke or shippe hathe departed from hence unto the saide Isle of Garnesey and farder we doe wytneis that the saide Roger Englishe hathe bene on the seas to passe thither where he was forced to retourne to this porte of Dartemouth In Witneis wherof and for testimonye that the premisses are true we the aforenamed Osmonde Harden William Holond William Newlond Gylbert Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley unto this present Testymonyall have putte the Sealle of the Maioraltie of the towne of Dartemouth aforsaid and subscribed our names Yeven the xxixth daie of Januarye in the fyveth yere of the reigne of our soverayne Ladye Elizabeth by the grace of god Queene of Englond Fraunce and Irelond defendour of the faithe etc.

Osmont Hardene Mayere Wyllyam Holond Weillyam Newlonde Gilbert Roupe Thomas Gourney Robart Shepley Andreas Wakeham Adam Walker

MUSTERMAN c. BYLLINGSHOWSON.

A.D. 1563 File 34, No. 113. Protest to the jurisdiction. Byllingshowson, a subject of the king of Denmark, having been spoiled by men of Revel, obtained letters of reprisal from Frederick II. He captured a ship and goods of Revel, and brought them and his own ship, the 'Rowland,' to the Downs. There his ship and prize were seized by H.M. ships 'Falcon' and 'Phœnix.' Proceedings were taken by the captors in the Admiralty court for condemnation, but upon the order of the Admiral the Revel ship and goods were restored. Shortly afterwards the 'Rowland' and her prize were again arrested by Musterman and other merchants of Amsterdam and Lubeck. A libel for spoil was filed, and Byllingshowson appeared under protest. The protest appears to have been overruled, and two first decrees were made condemning the ship and goods; File 34, Nos. 117 to 114, 104, 63, 46, 43.

After reciting the facts above stated the protest proceeds as follows:

. . . . Forasmuch as nether the said Byllingshouson nor any of his hath done hurte to any person of the realme of England he being

yet thus vyolently entreated and by the Quenes shippes greatly endammaged in his estimacyon body and goodes And consydering that the facte and all thearunto appertayning was done uppon the king of Denmarkes streame and wythin his jurisdiccion beyond the seas (both the parties also being of forrein countreys beyond the seas) the sayd Byllingshouson only remembring his othe and allegiance to the Kinges Majestie of Denmarke his sovereigne lord and master neither can nor will touching that facte stond to the determinacyon or sentence of any courte or jurisdiccyon in England but referreth himself wholy and only to the judgment seate of his sayd sovereigne the kinges highnes of Denmark Beseching most humbly the Quenes Majestie of England that as concerning all suche the aforesayd thinges as have byn spoyled and taken awaye here by her highnes shippes uppon the open seas the same both shippe bodies and goodes maye be restored to their former estate And from all straunge accions to sette the sayde Byllingshauson his shippe and people at free lybertie uppon the open sea as he was when her Majesties capytaynes came to take him Protesting to your worship on the behalf of the king my sayde sovereigne lord and by his commaundement that otherwise I neyther cane nor maye conclude uppon any cawse comytted against his Majesties ship goodes and people Reserving alwaye his Majesties furder right etc. And for testymony hereof I have subscribed my name the seventh daye of December 1563

Further protest, File 34, No. 104.

The tenth daye of December 1563 In London to the worshipfull Dr. Hewyk.

Whereas I capitayne Billingshowson have presented to your worship for my dyfynytyve aunswere in wryting as moche as eyther I can or maye under the dangier of my sovereigne Lord his displeasure yet not doubtyng but that the same shall content you fforasmuche as it is myne owne meare answere and that I shall not be forced to make any furder aunswere to my partie adversary consydering that yf any trespas be commytted against myne adversary yt is the king my sovereigne lorde his cawse whose procuratour I am not appoynted and moche the more because the same was done owte of this the Queene her jurisdiccion upon his owne streames and coste and against his and myne eanemyes whiche mattier by no good lawe maye be drawen to be aunswerable here but that the cawse shold or ought to be tryed wheare the facte was donne (being approved crymynall or other) And so much the more that the king himself ys actuary in the

cawse whose auctoretie I have not to use here in defense Thearfore I conclude that yt wolde please the Queenes Majestie well to consyder the extorte and vyolate actes doon unto me his subject and servaunt in brynging in and drawing me hether perforse that I maye wyth my people his subjectes and ship be restored to my former estate as I came in goddes peace and the Queenes wythowte commytting any offence wyth in her Majesties domynyon Otherwise I doo protest this thurd tyme before your worship of my damages and losses hereby had as before I have doon and as tyme and place shall serve Reserving alwaye His Majesties furder right etc.

PROCLAMATION.

A.D. 1564 File 37, No. 246. Proclamation as to not trading with Portuguese colonies, and as to not spoiling Portuguese ships.

Edward Fynes knight of the noble order of the garter Lorde Clynton and Say Highe Admirale of Englande Irelande and Wales and of the domynyons and Isles of the same of the towne of Callice and marchies therof Normandy Gascon and Guyen and Capitaine Generall of the Queenes Majesties navye royall of her highnes saide realmes of England and Ireland Too Wyllyam Moore Vice Admyrall of the countie of Sussex and the sea quarstes and places of the same sende greetinge Whereas I have lately receaved from her majestie her highnes letters signed with her most gracyous hande and sealed with her majesties signett to be intimated and declared to all marchauntes shippmasters and maryners of this her highnes saide realme of England the trewe copie wherof worde by worde hereafter ensueth Elyzabeth by the grace of God Queene of England Fraunce and Ireland defendor of the faithe etc. Too all our Admyralls Vice Admyralls capitaines of our fortes castells or shippes and to all customers comptrollers searchers and to all our marchantes adventurers and other our subjectes travelinge by sea or freshwater Greetinge Where complaint hath bin made unto us by an Embassador of our goodd brother the kinge of Portingale that divers of the said kinges subjectes of late yeres have bin unfrendlie used uppon the seas by certain of our subjectes as by the said Embassador is alleged althoughe no suche thinge have bin herde of us at any time heretofore And furder that certaine of our subjectes have sailed into suche partes of Ethiopia where the saide kinge hath made conquest uppon the infedills and hath there domynion and tribute Whereby as is by the saide Embassador reported the saide kinge suffrith detryment a thinge also unknowen unto us And

thirdlie that sondrye of the subjectes of Scotland by color of a letter marke hathe of late vexed and spoiled the shipps of Portingale tradinge our narrowe seas and havons and be permitted by our subjectes and officers of our portes to make sale of the same gooddes so spoiled the like wherof hath not at any time bin allowed by us but in all caases whereof knowledge hath bin given have bin severely poonished in all which matters allthoughe we knowe noe occasion given by us or any our subjectes to have suche complaint made to us yet for satisfaction of our saide Embassadors requeste being the firste that hath bin made on our saide goodd brothers behalfe and because his saide Embassador earnestly hath requyred that we woulde for the quietinge of the mindes of the subjectes of Portingale notify to our subjectes this our goodd meaninge to contynewe and intreteyne the auncient amitie and intelligence with our goodd brother his kingdome and subjectes althoughe we think it not unknowen to our subjectes yet we have thought it not unmete to declare and publishe unto you all that our meaninge is and alwaies hath bin that all manner the subjectes of our saide goodd brother the kinge of Portingale shoulde be in all partes of our realme bothe by sea and lande used and receaved with favour as other the subjectes of any other place beinge in amitie with us And for the seconde request althoughe we knowe no reasonable cause why our subjectes may not sayle into any countrey or province subject to our saide goodd brother beinge in amitie with us payenge the tributes and droictes as may belonge to the traffique yet at the instant request of the saide kinge made to us by his saide Embassador we be pleased for this time to admonish all manner our subjectes to forbeare to enter by navigation in anie the portes or havons of Ethiopia in whiche the saide kinge hath presently dominyon obedience and tribute And for the thirde and last request likeas we never meant ne know of anie thing donn to the contrary but only that we have herde reporte of a letter of marke remayninge in the possession of certaine Scottes and as the Scottishmen alledge lefully graunted and not yet dischardged so we will that none of our subjectes shalbe aydinge to any Scottishman in spoilinge or depredacon of anie the subjectes of our saide goodd brother the kinge of Portingale nor that anie shall receave or buye of anie Scottishman within any of our portes any manner of marchandizes or gooddes that shalbe either knowen or suspected to have bin taken by depredacon from any manner subjectes of the saide kinge of Portingale And for thobservacon of all the premisses accordinge to the goodd intent of the same our will and pleasure is that all the premises shall not only be dewly observed and obeyed but

that all manner of officers and subjectes of what degree or condycion soever they shalbe be aidinge and assistinge to all manner subjectes of the said kinge of Portingale to enjoye these our grauntes and gratuities as they will aunswer at their uttermoste perill And this our commaundement to contynewe in strengthe and force as long as our subjectes shalbe frendlie and lovingly used by the saide kinge of Portingale our goodd brother and his subjectes as goodd amitie and frendshippe requyrethe Theis be on her Majesties behalfe to require and chardge yowe that with all convenient spede after the receipte hereof ye doo cause these presentes to be fixed and sett up

THE 'CONCEPTION.'

A.D. 1557 File 38, No. 212. Petition of Portuguese merchants, spoiled by John and George Rawleigh, sons of Walter Rawleigh, to the Privy Council for redress.

To the king and the Queenes Majesties most ho[nourable] Privie Counsell

Moste humblie showithe and lamentablye complayneth unto your honnors That the xxvjth daye of Auguste in this present year of our Lorde 1557 as your said supplyants were sayling uppon the mayne seas betwene Syllye and the coostes of Ireland in their shippe callid the Conception of Vienna ladin with Iresh freses [?] hides and wax to the valewe of a thowsand poundes towardes the porte of Vienna in the realme of Portingale in Gods peace and your Majesties one John Rawleighe capytayne of a shippe of warre callyd the Nicholas of Kenton and his brother George Rawleighe capytayne of another shippe of warre then in consorte with the said Nicholas of Kenton callyd the Katheryne Rawleighe furnished manned and victualyd and sett out to the seas by Walter Rawleighe in the countie of Devonshire esquire owner of the said Katheryne and father to the said John and George espyeing your said oratours so sayling they with their complyces streight bare towardes them and had them in chase that hole day and shott of at them dyvers peces of ordinaunce and at length about fyve of the cloke in thevening of the said daye notwithstanding they then understode she was a Portingale yet vyolently with drawen swordes laying her abord bestowid in her xv Inglyshemen of their owne complyces and put your said supplyantes under the hatches in their said shipp the said George cryeng out unto the Inglyshmen which were aborde the said Portingale caste them overborde orels we shalbe discryed and so kepte them nyne dayes uppon the seas contynually as their juste price and then the said shippe of your sup-

plyantes was soundryd by force of wether from the two shipps of warre and dryven into Corke haven in the coostes of Yreland where the said Inglyshemen that were in hir did there sett your said suppliantes aland and after brought the said Portingales shippe with her lading to the coostes of Ingland and aryved at a place callyde Mounshowle in the coostes of Cornewall where there was a bote of Yarmouth which had sene the said Portingale in Yreland and did knowe her well and because they should not discrie the said piracye of the said John and George Rawleighe and of their adherentes they gave unto the compenye of that barke one pack of freses And from thence they sayled to Falmouth and there they mete with a shippe of the Queenes Majesties callid the Anne Gallant whose bote came abord them and demaunded of them whence the said price was Unto whom the said pirates aunswered yt was a pryce which they had taken from certayne men of Crosewicke in Fraunce and then they gave unto the bote swayne of the said Anne Gallant two packes of the said frese And so from thence they came unto Popery [1] by Westelowe in Devonshire and there sett alande one of their compaynye callyd Dyckeswashe to gyve knowledg unto the forenamed Walter Rawleigh owner of the said Katheryne Rawleighe whome they knewe wolde be glade of that pryce and so covertly handled the matter that eyther yt should not be knowen or by his frendshippe and meanes borne withall that they had taken a Portingale price and to aske his advice what they should do with the same Which thing when the said Walter Rawleighe had harde he allowing and favoring that the said pirace gave thankes and iij^{s} iiij^{d} in money to the said Dyckeswashe for his good tydinges and paynes willing him to retourne agayne in all haste to the said shippe and to cause hir with all speid to be brought to Exmouth haven harde by his owne house and to gyve warnyng unto his compayney that if any man dyd aske what she was they should aunswere that she was a Frencheman for he wolde make her a good pryce But in the meane whyle the said shippe departing from Poperie and intending to take hir course to the said haven of Exmouth was dryven by contrary wynde into Lowe in Cornewall where uppon suspeccion that the pryce was not lawfull she was arrestyd by thofficer of the Admyraltie as by the deposicions and examinacions of the said pirates a copye whereof is redy to be showed to your honnours more playneley it dothe appiere Which arrest when the said Walter Rawleigh had harde of understanding then that by his aforesaid purposed secrete and privey wayes and counsells he could not gett your said

[1] Polperro (?)

oratours vessell and goodes into his handes he attemptyd by the corruption of thofficer that should have to do in that cause to get hir into his possessyon and writte a letter with his owne hand unto one M^r^ Yonge Viceadmirall then of Devonshire being then at London signifyeing therin unto him that his barke happenyed to mete and take a Portingale laden with salte hides and freses and that she was arrestyd at Lowe as before desiering him to be ameanes to my Lorde William Howarde the lord highe Admyrall of England to lett him and his two sonnes John and George to stande to the tryall with the said Portingals (your said oratours) for the said shippe and goodes offering that he wolde gyve therefore unto my lord an hundred poundes and besides that xx^li^ more to the said M^r^ Yonge for his paynes with other moche more fowle matter as more evedently appeirith by his said letter remayning in the Admyraltie courte the true copie whereof we are reddye to showe unto your honnours And after that the said Walter Rawleighe knowing that his said two sonnes had commytted the said piracie receyvid them yet into his house and aydyd socored and cherysed them as one that moche favoryd their said acte and piracye for further declaracion wherof when he sone after did send his said barke callyd the Katheryne Rawleighe to the seas agayne he made one John Phillipps (who was one of the chief pirates) master of the same About the which tyme the said George Rawleigh being arrestid by the officers of thadmyraltie ther for the said piracye and comyng upp before M^r^ Doctor Cooke judge of thadmiraltie to aunswere according to the same arrest was baylyd by a recognisaunce of fyve hundreth markes taken of the said Walter Rawleighe his father before the said judge of thadmyraltie for thapparaunce of the said George at the Sessyons of the same courte which should be holden the xiij^th^ daye of Decembre then next folloinge and nowe last past as by the same recognisaunces more playnely appeirith the copie whereof is reddye to be shewid to your honnours But yet the said George keapt not the daye of his apparaunce whereby though the said recognisaunce were and is forfayted yet your said oratours are never a whitte the better therby but have ben and styll are moche delayed and put of from theire recovery of their said shippe and goodes for the said John and George Rawleigh have been and are by the meanes of their father Walter Rawleigh so conveyed from place to place and from tyme to tyme kept so secretly that your said oratours though they have most dylygently caused them to be sought yet they coulde not hytherto nor yet cannot have them founde and arrestyd but your said oratours be and so are lyke long to be delayed to their utter

undoing And as agaynst the said Walter Rawleighe your said oratours have no remedy or accion by the civile lawe for the recovery of their shippe and goodes as they be enformyd by their learned councell in the same And thus your said oratours being by the said John and George Rawleighe and their complyces and with the counsell ayde and assystaunce of the said Walter Rawleighe their father pyteously spoylid and robbyd of their said shippe and goodes are not hable by thordynary course of the lawe to recover the same being themselves but straungers and poore men without frendshipp and the said Walter Rawleighe being a man of worshippe of greate power and frendshipp in this countrye In consideracyon wherof may it please your honnours that the same Walter Rawleigh may be constrayned without further suet in the lawe which your said oratours be not hable for lacke of money to followe eyther to bring furthe the said John and George Rawleigh his sonnes to have justice and execucyon of the lawe orels himself to satysfye and recompence your said oratours for their said shipp and goodes for that he was and yet is a speciall ayder and succerer of the said pirates orels to paye to your said oratours the said some of fyve hundreth markes being the forfayture of his said recognisaunce made to thoffice of the Admyraltie towardes the recompence of your said oratours greate damages and losse which is to the value of aleven hondred poundes or above and to the utter undoing of them their wiefes and children without your honnours take pytie uppon them And your said oratours shall dayly pray unto Allmyghtie God for the long preservacion of your estates long to endure to the pleasure of God.

In re BAPTIST AND GUICIARDINI.

A.D. 1543 File 38, No. 208. Letters testimonial from the judge of the Admiralty certifying to a safe-conduct and licence to trade given by Henry VIII. to Florentine merchants of Antwerp.

John Viscounte Lisle Baron of Malpas and Somerey knyghte of the most noble order of the garter lord Basset and Taysse one of the kinges most honourable counsayll high admiral of England Ireland Wales the town and marches of Calleys Normandie Gascoigne and Guiön and captayn generall of the kinges majesties navie royall To all persons to whome theis lettres shall come heare see or reade greating in our lorde god everlasting Knowe ye that we at the requeste of Bartholomewe Fortini factour and procuratour to the merchauntes here undernamed have this day in our counsayll of the high courte

of thadmyralitie of Englond don to be dyligently seane rede examyned and preserved certeyn lettres patentes of salve conducte licence and pasporte sealed with the great seall of the king our soveraign lorde whiche after due examynacion have ben founde hole perfecte sounde and integre aswell in the seall as in the wryting without any manner of rasure cancellacion suspicion or interlynyacion The tenour of which lettres patentes originall worde by worde hereafter ensuythe Henry theight by the grace of God king of Englonde Fraunce and Ireland defendour of the faith and in erth of the churches of Englond and also of Irelonde the supreme hed To all and singuler our admyralles viceadmyralles capitaignes and all other our officers mynysters and subjectes theis our lettres hearing or seing greating Knowe ye that at the contemplacion of the right excellent princes the lady regent of themperours Lowe Countres of our grace especiall have graunted and geven licence and by theis presentes doo graunte and geve licence unto our welbeloved John Baptist and Laurence Guiciardini and their feliship merchauntes Florentyns resydent in Andwarp in Brabant their factours attorneys and to every of them that they at all tymes during theffect of this our graunt and permyssion according to the treue meanyng of the same may passe the sees and by our portes havons crekes and passages with all manner of shippes or vessels of what countrey burdon forme and qualitie soever they be furnysshed with ankers cables victuayles and all other necessaryes And to bryng out of the parties of Fraunce the nomber of six hundreth tonnes of Gascoigne or Frenche wynes and Tholous woad into Flaunders or into any other parte of themperours said Lowe Countreys at their lyberties And the said wyne and woad so brought by them in to the parties aforsaid and there unladon and dyscharged that the saide vessels and shippes maysters pylottes and maryners of the same and every of them of whatsoever Chrystian nacion they may be suerly and saufly retorn into Fraunce aforsaide or elles wheare without auny molestacion troble or greavaunce to be doon by you or auny of you So that by the same maysters shippes and maryners under shaddowe and pretence of this our licence doo not nor cause to be doon auny thing prejudiciall or hurtefull unto us our realmes and subjectes or to auny other our frendes beyng with us in leage and amytie nor that auny goodes of our enemyes be by them conveyed and concealed be collour hereof or auny more quantitie of wyne and woade then aforeexpressede and graunted by us Wherefore we woll and commaunde you and every of you that ye permytte and suffer the saide John Baptist and Laurence Guiciardini their factours and conductours of the forsaide wynes and

woade And that ye do not invade apprehende or reteyne the saide shippes or vessels or auny of them in auny manner of wyse nor vyolently take auny parte of the goodes beyng in the same nor that ye vex ne trouble the maysters pylottes or maryners aforsaide passing and repassing the sees or arryvyng at any porte havon or passage of this our realme or any other our domynyons as ye tender our pleasure and will aunswere unto us for the contrary at your perill any letter of marke contro marke commyssion or auctorytie to you or any of you contrary here unto geven or any other thing cause or mattier whatsoever notwithstonding that expresse mencion of the certentie of the premysses or of other gyftes or grauntes by us or auny of our progenitours to the forsaide John Baptist and Laurence Guiciardini before this tyme made in theis presentes ar not made Any statute acte ordinacion provycion or restreynt thereof to the contrary made ordeyned or provyded or elles any other thing cause or mattier whatsoever in auny wyse notwythstonding In wytnes whereof we have caused theis our lettres to be made patentes Wytnes our self at Westminster the seconde day of May in the xxxv$^{t.}$ year of our reign per breve de privato sigillo et de data predicta auctoritate parliamenti Marten [1] Uppon whiche lettres patentes we high Admyrall of Englonde aforsaide have graunted and geven unto the saide merchauntes at their request theis our lettres of transsumpte in this due forme to be made adjudging and by our auctorytie decreing lyke faith firme creditte and affiaunce to be geven in all places and by all persons to this coppie of transsumpte of the same lettres patentes of salveconducte as to thorriginalls yf they were really shewed and exhibyted Wherefore we on the behalf of his majestie will and commaunde all capitaignes men of warre and all other justices officers and subjectes of the Kinges majestie to whome theis presentes shall come and of our parte we doo requyer all other persons that neither they nor auny of them by auny pretence or collour doo or suffer to be doon unto the saide merchauntes or unto their factours attorneys deputies servauntes maysters of their shippes pursers and maryners by reason of theis present warres auny manner of arrest interupcion hynderaunce trouble or lette contrary or agaynst theffecte purporte mynde and intent of the saide lettres of saufconducte in auny wyse but to permytte and suffer them peasably and effectualy to use and enjoy the same lettres accordingly Of the whiche theis our letters of transsumpte be made uppon the viewe and sight of the same in the said high court of thadmyralytie of Englond under the great seall of our office of the

[1] Sic. Probably the name of the prothonotary. And so elsewhere.

high dmyralytie whiche in wytnes of truithe we have to this transsumpte put and affixed wyth the subscription of thande of our notary publique and Regyster undernamed Yoven at London the fourth day of May in the year of our Lorde God m^{l}v^{c}xliij^{t} and in the xxxv^{t} yeare of the reign of our said most excellent soveraign lorde Henry theight by the grace of God kyng of Englond Fraunce and Irelonde defendour of the faith and of the church of Englond and also of Irelond in erthe supreme hed.

THE 'LONG MARKE' OF DANZIC.

A.D. 1569 File 43, No. 176. Writ of assistance to commissioners for the arrest of a German ship and goods captured by French pirates and brought to England.

Where the bearers hereof Matthewe Collclough and Reynolde Wendon of London merchaunts doo presently travell downe unto Plymouthe and other partes of the west countrye on the behalf of one Gregory Courte a straunger master of a shippe called The Long Marke of Dansike about the recoverye of the saide shippe and the wares wherewith she was loden for Embden being rye waxe pitche and tarre clapboarde and asshes which he allegeth wer taken from him by a ffrencheman and after solde bothe shippe and goodes at Plymouthe aforesayde and other places thereaboutes for whiche purpose there is presently addressed processe out of thadmyralltie courte Theis be in the Queenes Majesties name to require and charge you and every of you to whome in this case it apperteineth to be aydinge and assisting unto them to the best of your powers in thexecucion of the saide processe and by vertue thereof to helpe them also to the recoverye of the saide shippe and goodes in whose handes or whersoever the same or eny parcell thereof shall happen to be founde and the rather for that the Magistrates of Dansike have written their lettres and made humble sute to the Queenes Majestie in this behalf And hereof therefore fayle ye not as ye tendre her Majesties pleasure and will aunswer for the contrarye at your perilles From Guldefordethe xjth of Auguste 1569

To the Mayor of Plymouthe and all other Her Majesties officers ministeres and subjects as well of that porte as of any other her highnes' portes havens or creeks thereabowtes to whom it apperteineth and to every of them

Norfolk R. Leycester W. Howard
F. Knollys W. Cecill

SIR HUMPHREY GILBERT.

A.D. 1572 File 44, No. 13. Promissory note (copy) given by the Governor &c. of Flushing for the payment of the wages of Gilbert's soldiers. File 44, No. 12, is a similar note in favour of Walter Morgan; *ib.* No. 47 is a first decree obtained by Morgan against goods of Flushingers arrested afloat; and *ib.* No. 61, a similar first decree in favour of one Chester. *Ibid.* Nos. 18, 23, 32 are copy declarations in actions in the City of London court by soldiers against their captains for their pay; the agreement between Long (a soldier) and Morgan (a captain) is set out in No. 32. The Admiralty Court proceeded against the plaintiffs in these actions for contempt. The arrest of Flushing ships and goods appears to have been stopped by order, dated 11th Dec. 1576, of the Privy Council to the judges of the Admiralty; see Act Book No. 142; see *supra*, p. lxxi.

Traunslated owte of Dutche.

We Governor Baillyf Burrowmasters and Aldermen of the towne of Flesshinge because of our office dide acknowledge and confesse and by these presentes doo acknowledge and confesse well and truely to owe to the right noble Syr Humfre Guillebert knyght etc. coronell and captayne generall of the Englishe soldyors or to the brenger of these letters the somme of three thowsand seven houndreth carolus gyldern of twenty stuyfuers a pece And that because and as reste of a greatter somme for the satisfaction and fful payement of the sarvyce by hym and his capteynes and men made which were in garnyson as yett unpayd which said somme of three thowsand seven houndreth carolus gyldern we doo promyse well and truely to paie to the saide Syr Humfre Guillebert his heyres or that shall have his accion or to the brenger of this letter within the tyme and terme of one moneth after the date hereof ffor the assurance of which payment we doo bynde all the rentes and profyttes of the said towne movabell and unmovabell present and to come In the payment hereof the angelles must be receavyd for twelfe shillinges greatt Flemishe withowte fraulde In Witness of the trueth we Governor Baillyf Burrowemasters and Aldermen aforesaid have annexed to these presentes the seal for the causes of the said towne of Flesshinge the ffyrst daye of November anno 1572 Subscribed A Van Groenvelde with the seale of the saide towne of greene wax thereunto annexed.

(*Endorsed are acknowledgements by Sir H. Gilbert of payment of* £150, *dated* 29*th Nov.* 1572, *and of* £100, *dated* 7*th Dec.* 1572.)

THE 'ELIZABETH.'

A.D. 1575 File 47, No. 98. General average. Award of Dr. Lewes and others, as arbitrators.

The case by the declaracion of Mathewe Cesson purser of the Elizabeth of London

After the arryvall of the saide shippe with the clothes and other goodes at Elsenor the kinge of Denmarke's tolner sent for the saide purser and required to have xiiij packes of the clothes for the kinge which the purser denyed Then the tolner saide that the shippe shoulde tarye there untill the kinge had them and he shoulde be sent to Copeman havon But afterwarde agreed for two hundred of the saide clothes after the rate geven by the merchants to the purser for payment of toll beinge xxij dolors for everye clothe Which two hundred clothes the saide kinge had and delyvered a bill for the paymente of so muche moneye for the same after the rate aforesaide There were in the shippe clothes of dyvers mens and the purser delyvered the packes as they laye savinge one of M^{r} Fludd and one of M^{r} Clerke so as some mens clothes were wholye taken by the kinge and some had parte taken and some others had non at all ffor as muche as the clothes were more werthe than the xxij dollors whereby some do susteyne losse and some other non at all The question is whether there ys an averadge or contribucion to be made in this case by them who had non of theire clothes taken to the kinges use.

We David Lewes judge of thadmiraltye Thomas Yale judge of the courte of the courte of the [1] Audyence of Canterburye Robert Fourthe and John Hamonde doctors of the lawe arbiters elected and chosen to deme and judge of the case above written havinge fully and advisedlye considered thereof Do order and judge that for as muche as the kinge of Denmarke's toller or officer did not require any of the merchants clothes by name nor did entre the shippe to take any But the purser beinge a common [2] servante to all the merchants for that voyage made deliverye by agreement or composition made with him for ij^{c} clothes being a lesser nomber then was required by the saide toller or officer the merchants whose goods were not taken and have subscribed to the orriginall case remaininge in the regester of thadmiraltye of recorde ought by lawe and equitye to make contribucion or average towardes the losses or damages susteyned by them whose goods were delyvered to the kinges use everye man accordinge to the rate of his

[1] Sic. [2] coēm.

goods delyvered for satisfaction of the said kinges requeste geven the xxixth of November in the xviijth yere of the reigne of our sovereigne Lady Elizabeth by the grace of God Quene of Ingland France and Irland defendor of the faith &c.

Da. Lewes Robert Forthe
Tho. Yale Jo. Hammond

THE 'ROIALL MARCHANT.'

A.D. 1578 File 49, No. 4. Letter from the Privy Council to Dr. Lewes and others, directing them to hear a case of wages for 'charities' sake' to the mariners.

After our verie hartie comendacions we send you herewith a peticion exhibited unto us in the behalf of the maryners and companie which latelie sailed in a shipp called the Roiall Marchant of London wherein is complained as you shall perceive that they are unpaide of their monethlie wages agreed uppon at the setting forthe of their voiag and the same denied by the owners for suche cause as you shall finde in the said peticion And for so muche as they be many in nomber and the moste part of them of likeliehode so pore as they are nether able to indure any longe sute nor any attendance about it we have thought meete for charities sake to recommend them and their cause unto your hearinge and determinacion Prayenge you with as muche expedicion as you may to calle before you the said owners and suche others whome the matter concerneth And after that you shall have herde bothe partes and shall be thereby fullie informed of the trouthe to sett suche finall ende betwixt them as to justice and equitie shall be agreable and with suche spede as the pore men may have no cause of longer attendance then shall be necessarie And so we bidd you right hartelie farewell From the courte at M^r^ Rivetts house in Cambridgeshere the first of September 1578

Your loving frends

W. Burghley R. Leycester F. Knollys Chr. Hatton Tho. Wylson

The[1] judge of thadmiralty the Lieutenant of y^e^ Tower Sir W^m^ Wynter and the Recorder of London, or any iij of them

(*Endorsed*) To our verie lovinge frends Sir Owen Hopton Knight Lieutenant of the Tower, M^r^ Doctor Lewes, Judge of the Admiraltie, Sir William Wynter Knight and to M^r^ Recorder of London, or to any three of them.

[1] 'The master of the Rolles' struck out.

PRESENTMENT OF JURY.

A.D. 1585 File 54, No. 247. Presentment of a 'privie picker' of oysters.

At an Admirall Court taken at Sittingborne within the hundred of Milton uppon Tuesday the xiiijth day of December 1585 before the Right Worshipfull Sir Edward Hoby Knight Vice Admirall of the same hundred by the Jury herunder named was presented as followethe :

The names of the Jurors

John Godfrey thelder
Arthure Foreman
Thomas Yonge
William Crux
John Drurye
William Yonge
Thomas Kynge
George Lane
Thomas Hayward
William Wing
Ralf Wolgate
Robert Bowden
George Nokes
Jeames Newland
Oliver Fowler

We do present John Sympson of Milton for a privie pycker

And att another court likewise there holden uppon Fryday the viijth day of Aprile 1586 before the Worshipfull Thomas Cæsar deputy of the said Sir Edward Hoby was by another Jury herunder named presented as followethe

The names of the Jury

William Bowrne
Thomas Pullen
John Morecrofte
Zachie Sweatman
William Crux, Junior
John Heake
John Bennett
Thomas Troutes
Reginald Man
Peter Troutes
Richard Bomer
Richard Wood
Henry Hurton
William Marshall
John Bennett
William Miles
William Lawrence
Simon Pett
John White

The said John Sympson went downe in a night as a privie picker and tooke certaine oysters of John Adams layne without his love and his leave And there uppon he hathe agreed with John Addams for xiij^{s} iiij^{d} Whereuppon wee do present John Adams as accessarie to the pickerye

Chr. Man

PIPPIN c. AUSTROPPE.

A.D. 1586 File 54, No. 4. Recognisance (copy) entered into by the owners of the 'Anne Fortune' to whom letters of reprisal had been granted. See *ibid.* No. 6, libel thereon by one whose goods had been spoiled by the 'Anne Fortune.'

Die [1] Lune vicesimo tercio videlicet die mensis Maii anno domini quingentesimo octuagessimo sexto regnique serenissime domine nostre Elizabethe dei gracia Anglie Frauncie et Hibernie regine fidei defensoris etc. anno vicessimo octavo coram venerabili viro magistro Julio Cesare legum doctore supreme curie Admirallitatis Anglie locumtenente generali judice et preside in edibus suis vico dicto Lothebery civitatis Londonie notorio situatis presente me Willielmo Harewarde notario publico comparuerunt personaliter Richardus Arnolde Adrianus Austroppe Johannes Stower et Georgius Bassett civitatis Londonie mercatores ac recognoverunt se debere prenobili et honorando viro Carolo domino Howard Baroni de Effingham preclari ordinis garterii militi magno Admirallo Anglie moderno summam bis mille librarum legalis monete Anglie solvendam eidem Carolo domino Howard primo die mensis Junii proximi Et nisi etc.

The condicion of this recognizaunce is suche that where the above bounden Richard Arnolde Adrian Austroppe John Stower and George Bassett of London merchaunts are by virtue of commission of reprisall obtayned from the abovesayd Lord Admirall aucthorized to sett furthe unto the seas one shippe called the Anne Fortune of the porte of London wherof goethe master John Man withe men ordenaunce ordenaunce (*sic*) and vituall sufficiente for the same service togeather withe a pinnas wherof Raffe Larkinge goethe master for thapprehendinge and takinge of whate soever the shippes goodes and merchandizes belonginge to the kinge of Spayne or any of his subjectes as by the teanor of the said commission more att lardge appearethe Yf therefore the said Raffe Larkinge and John Man withe theire sayde shippe and pinnas and companye in them after their departure to sea withe

[1] (*Translation*) On Monday the 23rd day of the month of May in the year of the Lord 1586 and the twenty-eighth year of our most serene lady Elizabeth by the grace of God queen of England France and Ireland before the venerable master Julius Cæsar doctor of laws lieutenant general judge and president of the high court of Admiralty of England at his house situated in the street of the city of London called Lothbury in the presence of me William Harewarde, notary public, appeared personally Richard Arnolde Adrian Austroppe John Stower and George Bassett merchants of the city of London and acknowledged that they owe to the aforesaid most noble and honourable Charles lord Howard baron of Effingham knight of the most illustrious order of the Garter, high Admiral of England that now is, the sum of £2000 of lawful English money to be paid to the same Charles Lord Howard on the first day of the month of June next, and if not, &c.

all possible spede doe repayre unto the quoaste of Spayn or to the Islandes or suche other remote places where the Spaniardes or Portingalles doo most use theire traffique and not take any vessell that shall not belonge to a Spaniarde or Portingall or that shall not have Spaniardes or Portingalles goodes in them or attempte any thinge agayneste any of her Majesties loveinge subjectes or the subjectes of any other prince or potentate being in good leauge and amity withe her majesty but only agayneste the subjectes of the said kinge of Spayn And doe bringe or cause to be broughte all suche shippes goodes merchaundizes money jewells pretiouse stones ordenaunce bulleyn and other thinges as they or any of them with the sayd shippe and pinnas shall take and apprehende att the seas of the kinge of Spayne or any of his subjectes to some porte of this realme of Englande as shalbe most conveniente for them And doe not breake bulke before the Viceadmirall of the same or his deputy and other publique officers of the same porte be made acquanted therewithe And allsoe uppon theire said arrivall doe cause a juste trewe and perfecte inventary of the shippes and goodes soe apprehended to be taken and a trewe preaysmente therof to be mayde by some sixe honeste men inhabitantes of the same porte and doe retourne the said inventary and appraysmente unto the sayde highe courte of thadmiralty within sixe weekes thene nexte after ensueinge And allsoe doe answere and paye or cause to be answered and payde in the said highe courte of Thadmiralty to thuse of the said Lorde Admirall the full tenthe parte of all suche shipps goodes moneyes and merchaundizes as the said shippe and pinnas or any the company therof shall take by virtue of the said commission att the tyme of thexhibitinge of the said inventary and appraysmente as a forsayd that then this presente Recognizaunce to be voide and of noe force or else to remayne in full power and virtue

per me Adrian Awsthorpp
per me John Stower
per me George Bassette

Recognitum coram me Julio Cesare domino judice die et anno suprascriptis

Jul. Cesar

Exhibitum die Lune 10 mensis octobris 1586 per me notarium publicum infrascriptum servientem Registrarii predicti

Rich. Easgate, notarius publicus

Concordat cum originali Willielmus Hareward

Notarial Mark.

IN RE SOMERS AND BUCKLEY.

A.D. 1589 File 59, No. 163. Joint capture of Spanish ships; award of Lord Howard of Effingham and others as arbitrators; File 58, No. 225, libel. A prohibition is stated to have issued in Somers c. Morecombe, File 60, Nos. 58, 106, 114, a suit for detinue of some of the goods here awarded; see Petyt MSS. Inner Temple, 518, referring to Com. Roll Hil. 38 Eliz. rot. 718—a roll too dilapidated to be produced.

Where there is two Spanishe shipps lately taken at the seas the one beinge the Admirall taken by a shippe whereof George Somers was master and a pinnace that was in consort with him;[1] the other shippe taken by the said George, his consorte, and two other shipps, the one called the Swiftsure of Chichester the other a barcke of Barstable whereof Charles Buckley was captaine; Forasmuch as that I the Lord Admirall with M^r^ Secretary the Judge of the Admiralty, Sir John Hawkins Knight (and others of experience which we have called unto us) have hard at lardge what Captaine Buckley on the one part and Captaine George Somers on the other could saye and declare touchinge the takinge of those shipps: After deliberate hearing of both parties do with the consent of the sayd parties order and decree as followeth, videlicet: That the first shippe taken called the Admirall shall together with her ladinge be devided into fyve partes whereof fower partes of the sayd fyve to be delivered to the sayd Somers his consorte and companyes; And thother fifthe part to be delivered to the sayd Buckley his consorte and companyes: And that the sayd seconde shippe taken called the Viceadmirall shalbe devided into fyve partes also whereof George Somers his consorte and companyes shall have three partes, and thother two partes shalbe delivered to Charles Buckley his consorte and companyes. And the money bullion plate and jewells in both shipps found shall remayne and be as already it is devided without further question or clayme to be made thereunto by either of the sayd parties or any of their consortes: In witness whereof I the sayd Lord Admirall and the rest have hereunto sett our handes the xxj^th^ daye of November in the yere of our Lord God 1589 and in the xxxij^th^ yere of the raigne of our Soveraigne Lady Elizabeth by the grace of God Queene of England Fraunce and Ireland Defender of the Fayth etc.

Howard — Jul: Cæsar
Fra. Walsingham — John Hawkins

Wills. Hareward, Registrar

[1] Stops, as in the original.

POLICIES OF INSURANCE.[1]

CAVALCHANT c. MAYNARD.

A.D. 1548 File 18, Nos. 131–132. Policy of assurance in Italian, with subscriptions in English. There was a suit upon this policy; the libel is File 18, No. 132. The policy was admitted, and also the loss; but the suit was defended (*ib.* No. 111), upon the ground, 'That yf any of the goods so assured shulde within the tyme of assurance of the same happen to fall to any wrack and mischaunse and yet sume parte of the same happen to be savyd that parte or porcion of the sayed goods wares and merchandises which shulde be so saved and rescued shulde and oughte to be devyded equallye betwene thassurers of the same rateably accordinge to every assurers proporcion or at the leastwyse accountyde for and by summe meance certified unto the assurers before any assurance can be demanded of them beinge not bounde by the nature and condicion of the contracte of assurance but only for that parte or porcion that ys specified.'

† Al nome di yddio a di (?) xxvj di Novenbe 1548.

Tonmaso Cavalcanti e Giovanni Girale e compagnia (?) di Londra si fano assiqurare per ordine e conto di Paulo Cicini di Messina o chi altri si fussi sopra la nave[2] nominata Santa Maria di Porto Salvo patrone Mattulino de Mariny o come meglio fussi nominata o padroneggiata sopra pezze 100 di carse e fresi o che altra mercanzia si fussi carice o per (?) caricarsi in Antona sino che sieno arrivate a Messina e discarice in terra a buono salvamento e sono contenti li assequratori che questa scritta abbia tanta forza e rigore quanto la meglio che si sia maj fatta o si venisse (?) fare in questa strada Lonbarda di Londra secondo li ordini e costumi della quale casquno che assiqura come chi si faccia assiqurare si contenta dessere obigato Che yddio mandi a salvamento la buona nave.

pd [?] 25	I William Wood am content for to assure so [?] as is afare namyd the fyrst de December a° 1548 and God send all in sayffty	25li
12 · 10 · 0	The fyrste daye of December I Blase Saunders per [?] Allexandre Elles do assuer uppon thys good shypp as above wrytten xijli xs	xijli xs

[1] The following documents, collected from various Files, are inserted together, for convenience of reference.

[2] Written 'lanave'; some other words are thus joined together. This and the following policy are written by an Italian hand; the subscriptions by an English.

16 · 13 · 4	We Thomas Castell and Thomas Chambar are content for syxteyn pounds thyrtyn shyllyngs and fowar penns yn maner above-sayd y^{e} fyrst of Decembre a^{o} 1548	xvj^{li} xiij^{s} iiij^{d}
. . . . [?]	I Wyllyam Meryycke ame content to bare the venttor off twelff powndes ten shellyngs as a bove wrytten the iij daye of Dessember an^{o} 1548	xij^{li} x^{s}
25	I W^{m} Maynard am content to asseure upon this good shippe In maner and form above-said for the some of twenty fyve ponds Writen the 4 daye December an^{o} 1548	xxv^{li}
12 · 10 · 0	I Thomas Laws am contend to asoure apon thes good shepe in maner and ffyrm abovffe seyd y^{s} 4 day off Desember	xij^{li} x^{s}
12 · 10	I Watyer [?] Portaer saure in the same good shepe the some of 12 – 10 – abovff sayd Wryet the 4 daye of Desember	xij^{li} x^{s}
12 · 10	I Edmond Askew am contentyd to sewer upon thys good schyp In maner and forme above sayd for the some [?] of twelfe pownds ten schelyngs the ij day Desember (?)	xij^{li} x^{s}
12 · 10	I John Dymocke am content to assure upon thys good shipe in manner and form above sayed for twellve pownds ten shyllynges	xij^{li} x^{s}

All the above subscriptions are struck out except that of the defendant Maynard. The following translation is annexed :—

In the name of God Amen the xxvjth daye of November 1548.

Thomas Cavalchant and John Gyralde and their company of London make themselves to be assured by the order and accompte of Paule Ciciny of Messena or of eny other what soever they be upon the ship called the Sancta Maria de Porto Salvo patron Matulyno de Maryny or how soo ever better she were called or patronysed upon a hundrethe peaces carseys and fryseys or eny other wares laden or to be laden in Hampton untyll they be arryved in Messena and discharged on lande in good saufty And the assurers be content that this wrytinge be of as moche forse and strength as the best that ever

was made or myghte be made in this Lombardstrete of London according to the order and customes whereof every oon that assureth as they that cause them to be assured or [1] content to be bound And God sende the good shipp in saufty.

BROKE c. MAYNARD.

A.D. 1547 File 27 (smallest bundle), No. 147. Policy of assurance. The defence to this suit, Broke *c.* Maynard, is *ibid.* No. 138. Part of the goods were salved, and Maynard resisted payment of any further sum than the £10, which he had already paid, upon the ground that he had had no notice of abandonment and had received no part of the salved goods; there is also an allegation of deviation. It appears that Broke was proceeded against for contempt for suing upon the policy in the city of London court; File 25, No. 34–33.

† In Londra 20 di Settembre 1547.

Giovan Broke si fa assicurare de Caliz sino a qui in suo nome o de chi altri si voglia sopra malvagie o altro attenente a lui o a chi altri attenere potessino cariche per Richardo Kyng o per chi altri si voglia alla fraschea o in qualunque si voglia loco de lisola di Candia alla nave chiamata Santa Maria di Vinetia o come altrimenti fusse chiamata patrone Francesco Fidelj o come altrimenti fusse chiamato et per chi altri patroneggiata comincia il risico dal di et hora che la detta nave cõ esse malvagie o altro face vela nel porto o baia di Caliz et duri sino atanto che siano discariche in questa citta di Lòndra in terra a buono salvamento quanto al risico che correno li assicuratori sintede che la presente scritta habbi tanta forza quanto la meglio ch . . . . lata [2] di sicurta che si usi fare in questa lombarda strada di Londra . . . . . [3] per osservare quanto e detto si sotto scriverano da basso di loro man propria Dio la Salvi

25 [I] William Maynard mercer am content to assewyr uppon this good shippe in maner and forme above writtin ffor twenty and fyve pownds Writtin the xxij daye September 1547 } xxv^{li}

25 [I] Thomas Lodge am content to a sewre a pon thys good shype the som of twenty fyve pounds starlyng the xxij day of Septembre 1547 I say 25li. } . . . . . [4]

[1] Sic.
[2] There is a hole in the document here.
[3] There is here a hole in the paper.
[4] The figures are not clear. The whole of this subscription of Lodge is crossed out.

Memorandum that I William Maynard have paid upon the assewrans off my xxv^{li} abovesayd to John Browke as a parte off payment of a more some so to be hit be so fownd and otherwise hit be not so moche found as the sayd x^{li} then he shall restorre [that] shalbe found lesser agayne Written the 24 March anno 1547 — x^{li}

I Thomas Lodge have paide upon the asseurance of my 25^{li} above saide to John Broke as a party payment of a more som so be yt so founde and other wysse hyt be not somoche as the saide xiij^{li} vj^{s} 8^{d} then to restore the rest againe Wrytten the 24th Marche 1547 — 13 · 6 · 8

Payd more the 8 day of Februarij by me Richard Webb for the use of my master Thomas Lodge in full payment of this sorance a bove sayd vij^{li} xviij^{s} iiij^{d} so was there saved of the sayd assirance for his parte iij^{li} xv^{s}

The following contemporary translation (dilapidated) is File 27, smallest bundle, No. 199.

[John Broke causes himself to be assured from Cadiz] unto this towne in his owne name or of [whomsoever other upon Malvaises] or any other thinge attayninge to him [or to whomsoever other] they mighte attayne laden by Richard [Kyng or by whomsoever] other in the haven of Fraschea or in [any other place in] the islande of Candia in the shippe [called the Santa Maria] of Venice, or how so otherwise it mighte [be called governor of] it Francis Fidely or how he might be [otherwise called] and by whome els it might be governed, [the adventure] beginnethe from the daye and howre that the saide [ship with] the saide Malvasies or anny other thinge sett up [sail] in the porte or haven of Cadiz, and that it may dure untill the tyme that they be discharged or unladen in this citty of London on lande, at good saffty, As for the aventure that the assurers shall stande at, it is to be understoode that this preasente writinge hathe as muche forse as the beste made or dicted byll of surance which is used to be made in this Lombarde Streete of London And to observe as muche as is aforesaide the assurers shall subscribe undernethe with there owne hande

The policy in the case of the 'St. Mary,' File 35, No. 135, dated December 16, 1557, is similar in form, but contains the following clause :—

. . . Understanding that the same shipp in followinge her viage may go and remaine in such port and havens being in her way or owt of her way as the said master shall thinke good and specially into Drogheda or other port of Irland.

The first two subscriptions to this policy are in Italian, as follows :—

Io Nicholo Dinale asiquro per la soma di [1] venti monetta Inglell questo di xvj di Decembre 1557 Idio la salvi

Io Gabrielo Galvani asiquro per la soma di [1] viij liri moneta diglitterra questo di xvj di Decembe 1557 In Londra E (?) Idio la salvi

The other subscriptions are in English.

DE SALIZAR (OR SALAZAR) *c.* BLACKMAN.

A.D. 1555 File 29, No. 45. Policy of assurance; the libel, *ibidem*, contains an allegation that the assurers are liable if they do not within two years, or one year, of the ship sailing certify or bring to the knowledge of the assured the goods assured.

In London the fyvthe of August 1555

. . . Spanyard dwellinge in London dothe cause . . . to be assured ir the name of Anthony de [Salizar of] Andwerp from any porte of the Isles of Indea of Calicut unto Lixborne in the ship called Sancta Crux whereof was capytayn and master Fernando and Peter de Lovona [?] upon all kinde of merchaundies whiche shall be laden in the same ship by the handes of Diego de Frias or Anthony Ferrera or other for them apperteynenge to Anthony de Salizar and Ventura de Fryas or to whom soever they shall appertayn The adventure begeynethe from the ower that the said merchaundies or parte thereof shall begin to be laded in the said shippe untill the sayd shipp shall be arryved savely in Lixborn, And we bynde us to bere the adventure of the said merchaundies and the costes of the assurances And we will that he shall not be bounde to bringe any billes of ladinge but onely the chardge of his othe And so we are contented to bear this adventure And we will that this assurans shall be so stronge and good as the most ample writinge of assurans whiche is used to be maid in the strete of London or in the burse of Andwerp or in any other forme that shulde have more force And yf godes will

[1] A symbol follows like a 'ij' or 'y,' which, I am told, often precedes a sum of money.

be that the said shippe shall not well procede we promys to remyt yt to honest merchaunts and not to go to the lawe maid as aforesaïd

I Lewes dè Paz am contented to bere the adventure in this assurance for the somè of C^{li} money of Englond . . C^{li}

(*In all* 22 *subscriptions, for sums varying from* £100 *to* £10. *The above and most of the others are crossed out. That of Blackman, one of the defendants in De Salizar c. Blackman, is as follows :*)

We John Blackman and John Watkins ar content to assure in maner and forme abovesaid the vjth of August 1555 } xxv^{li}

BRASCHETT c. SMITHE.

A.D. 1559 File 30, No. 151. Policy of assurance ; libel, *ibid.* No. 152. Cf. File 30, Nos. 233, 121, similar policies.

In London the sixte day of December 1557

Antony Brasshet by the order and comission of Frances Brashet his brother causethe to be assured from Velis Maligo to Antwerp uppon reasons or any other merchandize apperteinyng to the saide Fraunces or to whosoever that appertaineth laden or to be laden in the saide porte of Velis Maliga by eny what soever in the ship named the Ele or by what soever other name he be called Patron Antony Cerasa James or by whatsoever other name he be called or whosoever ells is master And he dothe likewise cause to be assured as is before declared from the saide porte or rode of Velis Maliga or any place there nyghe unto the port of Antwerp aforesaide Upon the body apparell and freight of the shipe named and patronized as is before mencioned to the saide Frances appertayning in all or in parte or to whomesoever it dothe appertayne The adventure to begin from the day and howre that the same merchandize named or any other not named were or shalbe laden in the same shipe and that the same hathe or shall have made sayle from the saide porte or rode of Velis Maliga or any place there abowtes to followe her viyage and contynuethe untill such tyme as she shalbe arryved in the river of Antwerp in the place of her discharge and shall there have surged by the space of xxiiij howres continuall And that the same merchaundizes shall be discharged in the saide port of Antwerp on lande in good savetie Understondinge that this present writinge have as much force as the most strongest writinge of assuraunce which is used to be made in this Lombarde Strete of London And for the observacion of the premises the

assurers shall hereunder subscribe withe their proper hands God preserve her

. . . . . .

We George Smithe and Company are contente for the some of xxv^{li} Halfe of the shipe and halfe of the goodes the xvth of December [1]	xxv^{li}

. . . . . .

With nine other subscriptions, viz^{t}, Donato de Sagnani and Company £33 6s. 8d.; John Gresham £25; Gabriell Galvani £17 10s.; Thomas Chamber £15; Robarte Wetts and Robart Dove £20; Edmounde Hoggan £25; Thomas Castell £15; Richarde Whethill and Robart Andrewe £15; Roger Lightfoote and John Robyns £25.

RAVENS c. HOPTON.

A.D. 1558 File 31, No. 152. The following is the (copy) policy sued upon in the above suit, see *infra*, p. 120.

Witnesseth this presente byll that I George Hopton cytyzene and draper of London do knowledge me to have assewryd and takene one me the adventure of fyftye poundes of money of England apon suche goodes and merchaundyze as John Ravens cytyzen and grocere of London hathe ladene in the Marye Rose of London where in ys master John Cowper The which adventure I do take one me from the tyme and owre that the said shyppe departed owte of the port of Saynt Lucare de Barametha tyll suche tyme as yt be dyscharged and laid a lande at London And do beare all manere of casoltes and mesventores that may happen upone the same accordinge to the ordere of the poteses of Lumbard Streate yf any myshape do chaunce to pay the same accordinge to the order of the poteses maid in the said Lumbard Streate and for the same do bynde myselfe and my goodes In wytnes of trothe I have made this with my owne hande and have setto my name in the towne of Bilbo in Spayne Givene the fyrste day of February anno 1558

Per me GEORGE HOPTON

I say the adventure to begyne from the tyme the said merchaundyse was laden aboode the sayde shyppe in the port of Saynt Lucar de Barametha tyll suche tyme yt be laid a lande as above said

Per me GEORGE HOPTON

[1] In the margin: 'Non solvitur.'

RIDOLPHYE c. NUNEZ.

A.D. 1562 File 35, No. 283. The following is the policy sued upon in the above suit; see *infra*, p. 132.

Assecurar. Jesus. The xij off Marche 1562. . . .

Robert Ridolphye and company doe assiure as well for their accompte as for any other who so ever yt be ffrom ligorne to Cayles upon bodie apparreling and freight of the shippe named St John Baptist master Erasmus Kidball Inglysheman or by what other master she weare governed And beginnith the venture that the assurers upon them take from the daye and howre that the sayed shippe were parted or should parte from the sayed place of ligorne and so to contynew untill she be arryved in the sayed place of Cailes in good saffetie Binding themselfes the assurers that heare under shall subscrybe to all the ventures and chaunces that may contayne in the best bill of assuraunce that is used or may be made in this Lombarde Streate in London Moreover being content the sayd assurers that alwayes that anything should chaunce butt good unto her wheare upon myght growe any difference to stande to the judgement of merchaunts indifferently chosen withoute goyng to any other lawe geving to this writyng the selfe strenght and vertue as yf it were made be a publike notarye In witnes wheareof so to be contented they shall subscrybe this That God send her in good saffetye

We Robert Ridolfye etc. doe assure as above is contayned
100 for the som of a houndreth poundes of lawful mony of England the xij of March 1562 in London

(*With six other underwriters for sums of from* £20 *to* £66)

Allegation of custom as to insurances effected by agents; File 35, No. 46.

The use and custome of makynge bylls of assuraunce in the place comonly called Lumbard Strete of London and likewyse in the Burse of Antwerpe is and tyme out of mynde hath byn emongst merchants usinge and frequentinge the sayde severall places and assuraunces used and observed that the partie in whose name the bill of assuraunce is made ys not bounde to specifie in the same whether the goods assured are for his owne or for any other man's accompte but that he maye cause goodes to be assured under his name which shalbe or maye be for thaccoumpte of whatsoever person as he shall thinke good withoute specifienge the same in anye other wyse than yt is and hathe byn comenly used in the sayd bills in this manner

followinge viz A B causethe hym selfe to be assured from L to M upon gooddes apperteyninge to him or to whatsoever other personne they doo perteyne etc. And yf any mysfortune chauncethe to the same gooddes in such sort assuryd the sayde partie in whose name the byll of assuraunce ys made maye demande and oughtè to recover them againste the assurers by vertue of the sayd custome as his owne propre gooddes although they perteyne to some other And such bills of assurance so made have beene by all the said tyme and be of as good force and strengthe and do bynd thassurers as well as yf the same were auctentique by a notarie publique And further he doothe alledge that commonly merchaunts by all the tyme above declared have and doo cause ther gooddes to be assured from porte to porte by ther factors and other ther frends havinge noo interest or propretie in the gooddes assured and yet thassuraunce goodd and thassurers bounde tanswere the losse of such gooddes yf any happen

WHYTE c. BESSWICKE.

A.D. 1563 File 37, No. 74. Suit upon a policy of insurance. The policy.

Jesus. In London the xxij[d] daye of November anno 1563

Master John Whyte Lorde Maior of London cawssithe this bill of assewrauns to be made appartaign the same to whome so evar upon ffrewte ressouns and anye other marchaundiz whatt so evar ladon or to be ladon in the porte haven roode baye or place of Vellis Malaga or Malaga or baye of Cadiz in Spaigne by John Wallope or by anye other parsonnes or parsonne under whatt name so evar for the afore saide master John Whytte in and upon the good shyppe namyde the Jaymes of Ypswyche master under God John Wylles or howe the saide shype and master bee namyde The adventure to begynne at the hower the saide ffrewte ressounes and or[1] marchandiz is was or shalbe laden in fforme afore mencyoned And the same adventure stille to contynewe and yndewer untyll the same ffrewte ressouns and marchaundiz and every parte and parcell of the same be all layde alande in good salvety withe in the cytye of London Be itt understaund as well whether yt be by boote barcke lighter or otherwise owt of the saide shyppe Be itt further understaund thatt the marchaunttes whiche her under have wryttonne do by this preasenns warraunctt and assewer the afore namyde ffrewtt ressouns and marchaundiz and every parte and parcell of the same dewringe the tyme and tymes aforesaid

[1] Sic

from the dawnger of the see ffrom ffyer and water men of warr hennemys cosaryes pyrattes thyves lettars of marte baratrye of master and maryners jettesonns retaignementt by kynge or prynce or by any by theyr aucthorety or by anye other persone or persones whom so evar and ffrom all other parrelles and dawngers whatt so ever And if any mannor of mysse chawnce or mysse happe doe happon or come unto the above namyde ffrewt resouns and marchaundiz or to anye parte or parcell of the same dewring the tyme and tymes afore mentioned thatt then the marchaunttes whiche her under have wrytton doe by theis preasenns bynde them sealves and every of them and theyr executors (the some and somes whiche eyche man have wrytton her under) the same to paye (every man the some and somes whiche her under he hathe wrytton) unto the above namyd master John Whyte his excecutors administrattors or assigners in mannor and fforme as in like case is accustomed to be donne in the bursse cawllide Lombard Stryett in London And ffurther they ar contennttyde that this bill to all yntennttes be takon to be of as muuche fforce and effect as in like case is the beste bill whiche as towchinge assewrauns ys accustomed to be donne in this bursse cawlide Lombard Stryett in London aforsaide And as God wyll so be ytt

. . . . . .

12 · 10	I William Besswyk am content [?] to beare adventure in maner as before said which God preserve the some of twelve poundes ten shillynges 25 day of November 1563	xij^{li} x^{s}

(*following other underwriters for* £28 6*s.* 8*d.* *and smaller sums*)

DE MOUCHERON c. SADLER.

A.D. 1565 File 39, No. 20. Contemporary translation of a French policy of insurance; see File 39, No 21, the libel. The 'Dragon,' the 'Lizard,' and the 'Esperance' sailed upon a trading voyage from Havre to Central America. In the Sagres river the 'Lizard' and the 'Esperance' were attacked by the King of Portugal's fleet and destroyed. The 'Dragon' returned, and was damaged by collision at Havre. The value of the three ships and their cargoes was £4,998, the damage to the 'Dragon' was £147 10*s.* and to her cargo £40. Pavyot c. Benyson ib. No. 19 is a similar suit upon a policy (ib. No. 18), upon goods in the same ships; and Fanneau c. Bennison, ib. No. 17, is a suit upon a policy (ib. No. 16), upon the 'Greyhound,' another ship lost in the same expedition, and upon her cargo. See also File 46, Nos. 137, 138, 315, 320, De Moucheron (or Musheron) c. Colclough, a suit upon a similar policy upon goods in the same ships.

Translated owte of Frensshe.

We subsigned asseurers acknowledge and confesse to have asseured and doo assure to Pieter de Moucheron marchaunt and borgess of Andtwarpe after the use of this strette of London and of the bursshe of Anttwarpe the somes of poundes sterling whiche every one of us shall subscribe from Rouen and Haven of Grace unto the cost of Guinee the coste of Minnes and Goodmennen Brasil Santo Dommingo Newe Spayne or others places ther abowte and retourne to the sayd Haven of Grace Honnefleur and Rouen and other ports in the revere of Seine Uppon soche part and portions as the said Moucheron or his freunds of what qualite nation or condition that they be have in the corps and apparell munition vitelling and artillerie of tow shippes and one bàrke whereof the first is named the Dragon of the burden of 150 ton the other of fifty ton named the Lezarde and the barke of 30 ton or there abowte where of is master and conducteur Jan Bon Temps of the same Haven of Grace or others whiche might be masters and conducteurs for him Item uppon the part and portion of the said Moucheron in the qualitie aforsaid of the marchaundises alrede loden or to be lode in the said shippes and barke as it shall appere by the certepartie and cognoissement here uppon maden And the said assuraunce shall beginne from the first day and howre that the marchandises shall be owte of the pouoir waerhowse or celler of the same that shall haven commission to loden the same in the said shippes by bootes licters or other ways as hy shall finde most expedient untill that the said shippes wyth the said marchandise shall be arrived in one or in all the said costes of Guinee Mynnes and Goodmanne Brasill Saint Domingo Newe Spayne or other places there abowte fytte for the trafficke of the said Bon Temps During whyche trafficke he maye bringe his marchaundise a lannde with boates lighters and barckes and to bringe other againe to the said shippes enduring and so long that they shall have made and accomplisshed there trafficke and that after the said shippes shall be retourned to the said Haven of Grace Honnefleur and Rouan and other portes of the ryvere of Seine the marchaundise unladen a lande in good savetie and delivered well conconditionned in the hanndes of the same whiche shall have commission to received them wythowte anye losse or dommage And we be contennted that the said Moucheron cause to be assured aswel of the principall as all the coste and expenses whiche hy shall dowe ffor the said marchaundises with the coste of this asseuraunce wherein shall tack part aswell the first asseureurs as the laste every one sheling

to pounde Item yf by any disturbing or inconvenient during the said viage affor or after the said marchandises shall be laden in the said shippes they maye not macken and seyv there voyage undertake wy doo connsent that the marchaundise shall be lode agayne in one or many other shippes withowt be bounde to aske us leve or permision and in suce cas we shall remayne assurers as it is above said and we shall paye that the fraght shall coste mor then in the oder above said shippes During which viage the said Bon Temps with his tow shippes and barke maie sayle forward backward to the right and to the left enter in all portes and havens make any entring forcely or willingly that him shall like to be expedient for the said trafficke that if by fortune of the sea of fyre of winde of arrest of kinges princes or lords robberyes or spuyling of frendes ennemyes or of pyrates letters of marcque and contremarcque wickdnes unjustness or folly of the said master and maryners And generally yf by any other inconvenient thowght or not thowght there chaunched losse or dommaige to the said shippes and merchaundyses in all or in part We the said assurers sette ourselves in the place of the said Demoucheron for to save and waraunte him of all losses and dommages in wat manner that they might chaunce And we gyve to him or to his commited in soche cas ample powar to helpe and gyve order for to save them said shippes and marchandises or part of the same to sell and distribute tem [1] yf ned be aswell to our prouffytte as dommage withowte asking us leave or licence And we shall paye all charges averedge and expenses whiche shall beren at the sewte and saving of them said shippes and merchaundisses be yt that there be anything recovered or not Of whiche expenses shall be credyted he that shall have done them uppon his simpel oathe without to be bounde to other proofe or certification And in cace nothing can be save of them said shippes and marchaundises (which god forbede) We the said assurers doo promyse by this and bind us to paye to the said Demoucheron or to the bringer hereof all that whiche every one of us shall have subsigned and more over all the charges and expenses that shalbe done towoo moanethes after the truethe be knowen of the chaunching of the said entier losse or dammage everye one shilling to pounde We dow also confesse to be paid in ready money of the cost of this asshurance by the hanndes of Jaques Fichet after the rate off . . . . for the hounderth Promysing not for to helpe us with any order made or to be made agaynst the tenor of this present Police of Assuraunce whiche we maintayne of so greate force and effect as if the

[1] Sic; mistake for 'them.'

same had ben made and past before Schepens and publyke notaryes Whiche thinges so for to observe and accomplisshe we oblige our bodyes movabyll goodes and heritage present and to come as well on this syde as on the other syde of the sea our heires enheritours successours and executours Don at London the 8e day of Janevary 1565

I Roger Sadlar am content to assure in maner
50 · 0 · 0 and forme as a fforsyd the viij day January lli
1565 ffor the some of ffyffty pounds I saye

. . . . . .

[Thirty-seven underwriters subscribe sums ranging from £4 3*s.* 4*d.* to £50, amounting in all to £1,274 13*s.* 4*d.*]

DUTCH POLICY (*Translation*).

1638 The following translation of a Dutch policy of the year 1638 is in 'Admiralty Court Miscellaneous, Bundle 249'; the Dutch original accompanies it. The body of the original document is in print, the part here printed in italics is in writing.

Wee the insurors hereunder written doe promise and bynde our selves to insure and allso doe insure unto you *Arent Van Haesdonek for the aceount of John Vanden Ende att Naples* that is to saye each one of us the somme by us hereunder specifyed *from Bary in Poolie to Amsterdam in Holland wheresoever and in all placcs to sayle to returne sayle lie or tarrie unlade lade abide or departe or otherwise all according to the pleasure of the shippers or assignes either with or without the knowledge of the Insurers And that on annis seede and other marchandises none exeepted and by what name or howsoever they may be called free or unfree lost or not lost aecording to whatsoever order of Insurance as yf the same were herein mentioned bclonging unto John Vanden Endc att Naples laden or to be laden in the shippe whieh God preserve ealled the Love whereof is maister John Pïetcrson Moylieves or any body ells whieh shall goe maister thereof free or unfree personnes the bills of lading made according to this polisie or that there bc none madc soc and in sueh case of losse or domage (whieh God forbid) itt shall not be any lett or prejudice to this Insuranee And wee the said Insurors are allso eontent that this partie insured hereupon may cause himselfe to be fully insured of all without being bound to runne or beare the tenne in the hundred or any other adventure eoncerning the same notwithstanding that the orders of insuranee doe sayc otherwise for that wee doe freely take upon us att our eharge and danger all domage mis-*

fortunes knowne or unknowne or unthought on although it were so that the same should happen through default or neglect of the maister or his shipps companie which may any wise happen to the said annis seede and other marchandises Wee putt ourselves moreover in and through all things in the place of you John Vanden Ende att Naples to the ende to free you hereof and fully in all things without any exception to keepe or save you harmlesse upon good and bad newes beginning this adventure from the first hower that these aforesaid goods begin to be laden at Bary and shall continue to the last hower that all the same shalbe safely in good order and without any domage delivered well on land att Amsterdam in Holland Which adventure wee beare and take upon us from the daye and hower that the said marchandises shalbe laden or shipped to be carried in the said shippe or shipps and shalbe therein laden and shall continue untill such time that the same shippe shalbe come in the said haven of Amsterdam in Holland and the said marchandises shalbe discharged on land in good safety without any domage And wee are content that the said shippe or shipps in makeing the said voyage shall or may sayle forwards and backwards on the right side and on the left and in all manner of wise goe forwards or sayle or tarrie and cast ankor in such havens as the maister captaine or pilot of the said shippe shall thinke good In which said Insurance wee the Insurors doe beare all perills of the seas fire winde freinds and enemies letters of mart or countermart arrests and restraints of kings of princes of whatsoever lords Allso of changeing or otherwise of maisters shippers and generally of all other perills and fortunes which may any wise happen or which can be any wise thought on Wee putt our selves in and through all things in the place of you John Vanden Ende att Naples to the ende to free and save you harmolesse of and from all losse and domage which may happen And yf in case itt happen otherwise then well to the said marchandises or parte thereof (which God forbid) wee doe promise and bynde our selves to paye and satisfye the same unto you or unto the bearer hereof, namely all the losse and domage which you shall have suffered according to the somme by each one of us underwritten that is to saye as well the first of us as the last and that within two moneths first next coming after that due notice and intimation shalbe made unto us of the losse or domage which shall happen on this insurance And in such case wee doe every one of us give power and authoritie unto you the said John Vanden Ende att Naples or unto your deputies or assignes to the ende aswell for our domage as profitt to use meanes for the saving and benefitting of the said marchandises And wee doe promise in all

cases (or howsoever itt happen) to paye the costs and charges made in the said recouverie and benefitting of the said marchandises whether there be any thing thereof obtayned or not Giving beleefe and full faith and creditt unto the account and trust of the personne or personnes which shall have made the said costes and charges And doe acknowledge our selves paid for the price of this Insurance by the hands of Arnt van Haesdonck at the rate of seaven 7 in the hundred All in good faith without any fraud or guyle According to the forme and custom of the Exchange of Antwerpe whereuntto wee doe submitt (or referre) our selves not being contrary to these presents Bynding thereunto all our goods Renouncing in good faith and as with our oath all exceptions and cavillations contrary to these presents This was thus donne *in Hamburrowe one thowsand sixe hundred thirty and eight Renouncing for the effect aforesaid the Orders of Insurance made att Antwerpe and all other Orders (or ordinances) statutes and proclamations contrary to this pollicie Yf any difference shall happen the parties are content to submitt themselves unto three indifferent marchants of this Exchange what they or any two of them shall award shalbe heald by the parties of as much force as yf the same were decreed by his imperiall supreame court so that the parties shall not goe thereagainst neither use suite of lawe All in good faith without fraud or guyle the Premio is paid as aforesaid*

£200 *I Leonard van Langenberch am content with this assurance which God keepe for two hundred flemish the first of Maye* 1638 *In Hamburrowe*

(*With* 12 *other underwriters ; notarial certificate.*)

BILLS OF LADING.

A.D. 1549 File 18, No. 173. Translated from the French.

In Burdeaulx the xxviijth of November in the yere of our Lorde God a thousand fyve hundred fortye and nyne personally apperid Henry le Bran maister under God of the shipp called the White Angle of Hamburgh in Almain who confessed to have had and receyved in the porte or havon of this present town and cittie of Burdeaux foi M^{r} Naudyn Revell merchaunt of Roon in Normandye the nombre and quantetie of one hundreth and fyftie tonnes of wyne [1] full and ullagid, which wynes the sayede maister confessyth to have

[1] The stops in the originals of this and subsequent documents, being irregular and confusing, are omitted.

receyved for the sayede Naudyn Revell, the sayde Naudyn Revell beyng absent, howe be yt the same Petir Revell, his said factour, promysyng and acceptyng for hym Which sayde nombre of one hundreth and fyftie tonnes of wyne above specyfied the sayde Henry le Bran promysyth to render at the porte of Myddelburgh in Zellande (God ayding and preserving hym from mysfortune) with the first good and convenable tyme at the fortune of the saide merchaunte Paying hym his freight and avaries due and accustumed after the use of the sea there, according as it is mencyoned by an other chartre partie made in the name of an other merchaunte And albeit the sayed Henry de Bran declareth howe he hath received the sayed nombre of wyne above mencyoned in the name of an other merchaunt besides the saide Naudyn Revell he confessyth and promyseth that the same wynes be and apperteyn to the saide Naudyn Revell and to none other And as is aforesaide dothe promys to delyver the same unto hym as above is sayed at the discharge thereof in the sayde port of Middelborough in Zellande and to redelyver the same to the sayed Naudyn Revell or to whome shalbe for hym Paying hym the freight and avaries as ys abovesayed although the chartre partie be made in the name of an other merchaunte And to performe this the sayde Henry le Bran doth submyt and bynde his persone and goodes and his sayed shipp freight and apparreill of the same And it is aggreed that in case the sayed merchaundize should be loste or spoyled through the defaulte of the sayed maister of the shipp or the company of the same, the sayed maister shalbe bounde to make it good And likewise the sayed merchaunt dothe bynde the sayed merchaundize concerning the freight And to accomplishe this the sayed parties have submytted and do submytte them selfs to all the jurisdictions and rigors of all judges aswell on this side as beyonde the see And have renouncyd all custumes of townes and countryes and other renunciations by the which agaynsaye or do to the contrary And so they have promysed and sworn upon the holye Evangelies of God with their handes Made and passid in the towne and cyttye of Burdeaux the daye moneth and yere abovesayed in the presence of Arnolde de Sargos and Guylliam de Gabasonelle dwellers in Burdeaux wytnesses herunto callid and requyrid

Facta fideli et diligenti collacione concordat presens translacio cum originale } Predargue notarye royall

Christopher Dowe notarius publicus Londinensis

A.D. 1554 File 23, No. 65-66. The suit, Carre c. Desallez, was for freight, primage, and average. This is the earliest bill of lading in which the exception of casualties of the seas occurs. A contract of sale of 1554, File 22, No. 34, whereby Simon Van Tricht agrees to deliver 130 chauldrons of coals to William Page in London by the ship 'Joseph,' contains the following exception: 'Yf the sayde shypp peryshe not in the see by stress of foule wether fyre or other casualtie or be not taken by themperous enemyes the frenchmen.' A similar contract for sale and delivery of wine of 1554 contains the following exception: 'Tamen excepta fortuna maris ignis aque et inimicorum ita excepta dictus Paulus probans illud verum esse'; Paycocke c. Klyngenbarche, File 17, No. 92, sentence, *supra*, p. 12.

Hathe be laden by the grace of God in savite by me John Desallez merchaunt of London in a good crayer namyd the George of Legh beyng before the toune of Roan in Normandy of the bourthen of xxxv tonne or thereaboutes of the which is master next under God for this present viage Thomas Karre for the accompt of the aforesaid merchant John Dezallez xv tonne ij ponchions of wyne and a barrell of apples all marked with this marke [1] for to be consigned and well condicioned from this aforesaid toune of Roan unto the citie of London exceptid the casalties and dangers of the sea And I the aforesaid master doth promise for to deliver after the said arryvall unto the said merchaunt or to his factor or assigns the aforesaid xv ton and ij ponchions of wyne and the barrell of aples he or they paying me for my ffreight xx^{s} for a tonne of good and lawfull money of England and average and primage accustumed In witness hereafter [2] we the said parties have caused two billes of ladyng of one tenour for to be made the one to be accomplied and the other of no valew and have unto this presents set our handes enterchaungeable the yere and day here folowing The vij day of May anno domini 1554

per me John Desallez (*mark*)

A.D. 1557 File 27, bundle, Trin. & Mich., No. 1. There is another bill of the same date signed by Denyse in which the exception is expressed, 'God preserving me and the ship ffrom the daungers and fortunes of the sey'; see also a similar bill of lading File 24, No. 17.

Je Corneilles Denyse maistre appres Dieu dung heux nomme Le Job du port de cinquante cinq thonneaux ou envyron confesse avoir receu dedans mon bord sur les kays de Rouen de Pierre du Flo marchant demeurant audit lyeu pour et aux noms des Seigneurs Thomas Walkar et Richart Saltonstal cest assavoir trente six pieces des prunes six ballez canevaz troys demyes balles de pappier deux balles de fil et

[1] The mark is at the foot. [2] Sic.

ung boucquaut amandes avecq ung baril et demy vergus et poires Le toute bien et deument condityonne et marcque de la marcque cy dehors reste ungue demye balle de pappier marcque de ceste marque (*the mark*) Touttes lesquelles marchandises je promautz mener et conduire du premyer Bon Temps convenable quil plaira a Dieu nous donner jusques sur les kays de Londres ou Envers ainsin que le temps nous pourra servir saouf les perilz et fortunes de la mer et icelles marchandises delyvrer au dessusdits Walkar [1] Saltonstal ou leurs commys avecq troys Vidymus de saufconduict du Roy de France et du Roy despaigne en me payant pour mon frest jouxte laccord faict par eux en Envers et pour signe de verite ay faict troys congnoissements dunque mesme teneur dont lung accomply les aultres de nulle valleur faict soutz mon seing cy mys Le dixneufiesme jour de Febvryer mil cinq cens cinquante sept (*The mark of the goods is in the margin, and the mark of Denys at the foot.*)

Contemporary translation, *ibid.*

I Cornelys Denys master under god of one hoye named the Job of the burthen of lvth tonnes or there abouts doo confesse to have receyved aboard at the kayes of Roane of Peter de Flo merchaunte there residente for and in the names of M^{r} Thomas Walker and Richarde Saltonstall That is to saye xxxvj peces of prunes, sixe bales of canvas, thre demye bales of paper, two bales of threde, and one vessell of almandes togither with one barrel and a half of vergus [?] and drye peares, all well and duelie condicioned marked with the marke in the margent [2] there restethe one demye bale of paper marked with this marke [*the mark*] All the whiche merchaundizes I promyse to cary and conducte with the first good wether convenient which yt shall pleas god to geve us juste unto the kayes of London or Antwerpe according as the wether may serve us excepte the perills and fortunes of the seas And the same merchandize to delyver to the foresaid Walker [3] Saltonstall or ther deputie together with thre vidimus of saufconduyte of the kinge of Fraunce and of the kinge of Spaine paying me for my freight according to the agrementt made by them in Antwerpe And for testymony of truthe I have made thre conoscyments of one like tenor the one accomplyshed the other to be utterly voyde and have hereunder made my sygne the xixth of February 1557

[*The sign*]

Extracta a lingua gallica in Anglicanam per me Thomam Wytton notarium publicum die 23^{a} Marcii 1557

[1] 'Et' has fallen out. [2] The mark is in the margin. [3] 'And' has fallen out.

A.D. 1570 File 43, No. 164. The following is the bill of lading in Bodacar c. Block, *infra*, p. 146.

Ich *Jan Janson Block van Amsterdam*[1] scipper naest Godt van mynen scepe genaempt *De Samfson* als nu ter tydt gereet liggende in den Hauen van Lisbona, om metten ersten goeden vvindt, die Godt verlenen sal, tho seile te gaene naer *Antwerpen in brabant* Lyde mitz dessem vntfangen te hebben van u *Anders Steffer* (?) coopman die summe *van veihr hundertt* Ducaten *in Spanisheren realen* gepact in *twe* sacksken, gemerkt met dyt buyten staende merck,[2] die vvelcke *veihr hundertt* Ducaten geloue te leueren (in dien my Godt behouden reyse vorleent) tot *antwerpen* voerscreuen, an den eersamen *Bonauentura Bodecker* off die last van hem hebben sal, omme voerts te leueren ende te consigneren, an den eersamen *Bonauentura Bodecker* Koopman vvonende tot *Antwerpen* mitz my betalende voer myn moyte ende arbeyt and . . . *halff per cento* ende omme het selffte alsoe te voldoene, ende te leueren (als voerscreuen ys) Soe verbinde ick my seluen, ende alle myn goet, ende myn voerscreuen schip met allen synen toebehorten. In oercondt der vvarrheit, soe hebbe ick hyr aff ondertekent *drei* cognoscimenten met mynen name, offt myn scryuent van mynent vvegen, all van eender inhout, die eene volldaen, dander van geender vverden gedaen In Lisbona, op den *vifftien* dach Decemb' anno 1570

Jan Janson Block

(Translated owte of Duche.)

I John Johnson Blocke of Amsterdame master under God of my shippe called the Sampson nowe lyinge redie in the haven Lisborne for to saile and take course with the first good winde that God shall sende to Antwarpe in Brabante doo acknowlidge by theis to have receaved of you Andrewe Stuer merchaunt the some of fowre houndreth duckets in Spanishe ryalls packed in twoo smale bagges marked with this owtestandinge marke whiche iiij^{c} duckettes I doo promise to delyver (yf God graunte me viage in saftie) to Andwarpe aforesaide unto the honest Bonaventura Bodecker or unto him that shall have his commission to be delyvered and consigned unto the honest Bonaventura Bodecker merchaunte dwellinge at Andwarpe payinge me for my paine and travell one and a halfe for the houndreth And for even so to accomplishe the same and to delyver as aforesaide I doo binde my selfe and all my goodes and my saide shippe with all his appurtenaunces. In witnis of the truethe I have made hereof three billes of ladinge

[1] The words in italics are in writing; the rest of the document is printed.
[2] The mark is in the margin.

subsigned with myne owne name or by my purser in my behalfe, all of one tenor thone accomplished the other to be of no value Done in Lisborne the fyftenth daie of December anno 1570 Subscribed Jan Janzon Blocke

Hæc translatio per me Mattheu de Quester notarium publicum Londini residentem regia auctoritate admissum et juratum debite cum suo vero originali collata substantialiter concordat

M. de Quester (*mark*) notarius publicus

The sentence for non-delivery of the goods comprised in the above bill of lading, File 43, No. 26, is set out below, p. 146.

CHARTER-PARTY—GENERAL AVERAGE CLAUSE.

A.D. 1562 File 34, No. 289. Charter-party of the 'Jesus' for a fishing voyage to Newfoundland. See also ib. Nos. 92, 272, 235; File 35, No. 208. Piracy by the ship. The charter-party, dated 13th Ap. 1562, provides that the catch of fish shall be divided in three equal parts by lot between the owners, victuallers, and crew. The following provision as to general average contribution is added:

. . . . If it shall fortune the said shippe to be robbyd or spoyled (as god deffende it shuld) of anye maner goodes or merchandyzes belonginge to the said vitlers owners the master and his companye beinge laders in the said shippe or of anye maner of artilerye takelinge or abylyments whatsoever belongynge to the said shippe in the sea sallte or freshe goinge or comynge in ther viage that then all suche goodes and marchandyze artylerye tackelinge or abylements so robbyd and spoyled taken and caryed awaye shalbe leyde and putt in a generall average solvendum per libras videlicet pounde for pounde lyke And of good aventures that shall happen or chaunce unto the said shippe goinge or comynge in ther said viage that then the said owners vitlers the master and his companye to have the said good aventures betwen them equallye devyded in three severall partes one parte to the owners thother parte to the vitlers and the thirde parte to the master and his companye Towage sownage and petye lodemanshippe with all other accustomed averages to be at the costes of the said marchants and laders . . . .

CONTRACTS FOR SALE AND DELIVERY.

A.D. 1533 File 32, No. 28. Piquet c. Brandelyn. Translation of a French contract of sale and delivery of wines at Newcastle. Brandelyn purchases from Piquet of Dieppe wines to be carried by Brandelyn to Newcastle; Piquet

bearing the adventure from Bordeaux to Newcastle—'That is to wit the adventure of the sea Scottyshmen and Osterlings only'; Brandelyn bearing the risk of capture by Englishmen, and providing safe-conduct; File 33, Nos. 167, 166; the contract concludes as follows:

. . . . submytting to the jurisdiccion and rigors of the courtes of the Lord Greate Senischall of Guynes and of the Provost Royall of Lombrere of Burdeux and of every of them and theare lyeutenants and especially to the keeper of the seale of the contracts made in the towne of Burdeux for the king our sovereigne lord And generally all and every other magistrates and judges secular renouncing the said partyes and eyther of them respectively to all lawes wrytten and not wrytten cannon or syvill speciall and generall and all customes and libertyes of townes and countres All other letters of grace respectes and other impetracions of favour impugnant to these presentes . . . . (*dated 9th May* 1533 *at Bordeaux*)

A.D. 1563 File 34, No. 295. Howe c. Leech. Contract for sale and delivery of iron and oil to be brought by sea to Chester; provision as to casualties of the sea. The contract was sued upon at Chester; and proceedings for contempt of the Admiralty jurisdiction were taken against the plaintiff. The contract concludes as follows:

Provided allwaies and it is expresslie covenaunted graunted and aggreed be twene the said partis that if casualltie of see ffire ennemies pirates in bargo or anye other myschaunche at anye tyme here after happen as god defende to the ship or vessell where in it shalbe proved that the saide gooddes is or shalbe ladien with owte fraude or guile that then uppon due and true proof in that be hallf made by the said Thomas and John their executors ffactours or assignes thys present bargaine of the premisses and all boundes here uppon made and to be made shalbe utterlie voide and of none effecte this indenture or enny thinge there in especified to the contrarie not withe stondinge In witnes . . .

BILLS FOR MONEY LENT UPON ADVENTURE, BILLS OF EXCHANGE, PROMISSORY NOTES, AND INSTRUMENTS HYPOTHECATING SHIPS AND GOODS.

A.D. 1538 File 6, bundle marked 'Interr.' No. 10. This is one of the documents in the case of Austen c. Castelyn, *supra*, Vol. i. p. 106. The original, *ibid.* No. 11, is in Spanish. The following document, *ibid.* No. 16, is the bill in favour of the plaintiff, Richard Austen.

Be it known to all men by this present wryting that I Jamys Castelyn of London capitayn of the shipe namyd Senct George being at

ankor in the ryver of the town of port Senct Mary do graunte and knowedge by this wryting that I oughte to gyve and paye for my sellf and in the name of William Castelyn my brother cytezyn of London owner and maister of the sayed shipe by vertue of the power that I have of his which he gave and grauntid unto me beffore Edwarte Barbare notary of London do graunte and knowledg by this writing that I oughte to gyve and paye to youe Thomas Perye merchante of England of London being in this cite of Cadiz whiche be present and for youe and in your name to William Adams of London or unto whom shalbe for hym that ys to saye an hundred ducketts of golld and in golld large and of waight which is xxv^{li} sterling money of England the which be by reason of the lendyng that ye have made me of the sayd C dockets youe the sayd Thomas Perye unto me the sayd Jamys Castelyn for the furnyshing provision and vyctualls and laist dispache of the sayed shipe withoute the which she coulld not have been dispached nor sette forthe this present viaige that I goe unto London with the sayed shipe ladyn with marchaundise of the which sayed hondred ducketts I knowledge me sellf content and payed at myn owne will And I do renownce that I may not saye nor laye for me sellf that is aforesaid did not passe so and for this in especiall I do renownce the delaye of the quarell of ij yeares which do sett the lawes in right and reason of the monye nat sene nor tolld nor receyvid nor payd the whiche sayed hondred ducketts do goe apon the adventure and assuraunce and perell off yowe the sayed Thomas Perye upon the sayed shipe fraight and apparell the sayed assuraunce during frome the daye and houre that the sayed shipe shall departt from this porte of Cadiz and cum unto the cite and ryver of London and there being cum and have caste the firste anker untill xxiiij houres naturall complete then next affter ensuying and no more and withoute chaunging of viage and in casse she shulld chaunge it and not folowe it I do bynd me and promesse to geve and paye yowe theis ducketts in anye partt or plaice by and by that suche things shalbe perceyvid as if the viaige were complete and endid And the xxiiij houres beyng paste the sayed assurauns dothe rone ageynst me the sayed Jamys Castelyn and my goodes the whiche sayed an hundred duckettes of this saied dett I promesse and bynde me to gyve and paye them unto yow in the saied cite of London frome the daye that the sayed shipe shalbe cum thither untill ten dayes fulfillid then next after ensuying well and complete withoute any law upon payn of the double and so for to paye and fullfill it I bynd my person and goodes had and to be hade and the person and goodes of the sayed my brother and especially the sayed shipe her

fraight and apparell in especiall and for your more suertye I have geven youe for my soertye in this case William Parkar merchaunt of Yngland which is present and caryethe marchaundizes in the sayed shipe the whiche being present did accept the suertysshipe And I the saied William Parkar dothe bynd me that assone as the sayed shipe shalbe comon in saifte unto London the sayed Jamys Castelyn shall gyve and paye yow the sayed hondred ducketts within the sayed x days that he is bounde and if he so do nat nor fullfill nat by and by withoute any further delaye I promesse and bynd me to gyve and pay yow the saied C dukettes withoute any longer space well and complete withoute any law apon payen of the double and so to paye and fullfill it I do bynde my persone and goodes had and to be had and for the better performaunce and payment we the sayd Jamys Castelyn and William Parkar by this present wryting do praye dessyer and geve power complete and sufficientt unto all Justyces and Judges of whatsoever cities townes or villages where so ever or beffore whome this writing shalbe.showid or sene and that conteynyd in it shalbe askid complete of Justice unto Jurrisdiccion of the which Judges and of every of them we do submytt our sellffes with our personys and goodes and do renownce our proper tytle and Jurisdiccion and the lawe when we shall cum to suche Jurrysdiccion that withoute we being hard or callid to judgement they commaund us to be taken and do and commaunde to be done execucion on us and in the sayed our goodes and that they do sell them and to be solld openlye or otherwise and of the monye that shall cum of the valour of those goodes they to geve and paye full complyment and payment to yowr contentacion of this said principall dett and the sayed payn off the double if in it they do fale and of all costes hurtes and damages that upon it shall cum unto yow as thoughe all that is abovesayed were a thing judgid and passid in lawe the demawunde and answere and uppon it were geven sentence diffynatyve by us askyd and suffred and passid in thinges judgid And we do renownce the appellacion and supplicacion of what soever lawes excepcions and suraunces that they shall not sarve us Of the which we do graunt this present before the notarye poblyque or their maiestis and wytnesses here under wryttyn of the which we will that ther be geven unto yowe or one or ij or more copies of one tenour the one complete and payed thother to be of none effecte and we do fyrme it of our namys in the Regester of the sayed notary publyque the same wryting made in the citie of Cadiz in thoffice of me the notarye publique here under wryttyn Saturdaye the ixth daye of the monethe off Marche the yere of the byrthe of our

Saviour Jesus Cryste 1538 yeres Wytnesses which were present Dego Gonsalez notarye publique John Barera and Fraunces de Goieda citezyns of Cadiz and Peter de Hortao

Jamys Castelyn William Parkar

A.D. 1538 File 6, bundle marked 'Interr.' No. 16 ; another document in Austen c. Castelyn, *supra*.

In the porte Saynt Mary the 14 day of Marche a° 1538.

By thys owr second byll of exchange I James Castyllyn [1] captayne and Thomas Edwardes and Phyllype Barrenes of London marchantes of a good schype namyd the Jorge Doffylde in home ys master under god for this present vege Crystover Chargent the wyche good schype ys at thys pressent In the porte Saynt Mary in Andolazia dowthe knowlyge owr selffys that we doo owe unto Rychard Awsten of Poole marchant fyfty and heyght powndes seventeen schelyngs and syxpens sterlyng of good and lauffull mony of Ynglond we say lviij^{li} xvij^{s} and vj^{d} and ys for so mychе redy mony resseyved In the forsayd porte Saynt Mary of hys servant John West for the be howffe and dyspache of the a foresayd namyd good schyp Y^{e} wyche lviij^{li} xvij^{s} and vj^{d} to be payde in London unto the fore sayde Rychard Awsten or to hys assynes with then ten days after the saffe a ryvyng of y^{e} fore-sayd good schype in the ryvèr of Temes I say with then ten days after hyr ryght dyscharge in the sayde ryver or eny other place of hyr ryght dyscharge for the wyche payment well and trule to be complyd and payd I the forsayd Jamys Castyllyn dothe bynde the owner of y^{e} sayd schype Wyllyam Castyllyn marchant of London and the foresayde good schyp with all hyr a perrell and frett by vertu of a poure gevyn to me by y^{e} sayde owner Wyllyam Castyllyn and for more suerte and complyment of payment we the a foresayd Jamys Castyllyn Thomas Edwardes Phyllyp Barrens do bynd us and ether of us in the hole ower excekturs assynys with all ower goodes and for lake of payment y^{e} foresayde Rychard Awsten or his assynys for to take up the mony by exchange and rechange a pone the costes and charges of y^{e} parties a fore namyd after the corse and use of marchantes In Wyttnys wher of we the a fore namyd Jamys Castyllyn Thomas Edwardes Phellype Barrens have made iij bylls of one tenor the one to be complyde the other to stande ase voyde and have sett unto ower names and fyrmys the yere and day a bove wrytten and so god send the goode schype in

[1] Written 'James castyllyn' ; and so the other names.

savytte a men to the fore sayd Rychard Awsten beerys the aventure of the fore sayde lviij^{li} xvij^{s} and vj^{d} sterlyng unto hyr saffe a ryvyng ase ys a fore wryttyn

per me Jamys Castlyn
per me Phillype Barnyes
per me Thomas Edwardes

A.D. 1540 File 17, No. 70-69; ibid. No. 70 is a first decree against a ship of White's for non-acceptance of the bill.

Jhesus 1540 26 die Julij in London' cxviij^{li} xviij^{s} monete Flandrie currentis

Ad tempus solitum Anglice at usans solvetis pro hac prima presenti billa cambii D. Barnardo Calvalcanti libras centum et octodecim et solidos octodecim grossorum in moneta currenti pro valore recepto a Guidone Cavalcanti et ponetis in computo v . . orum hic Subscripcio literarum cambii Meliadux Spinola

Superscripcio literarum hujusmodi D. Adriano de Brancho juniori in Antuerpia

(*In the margin*) Tenor literarum cambii ex Italico idiomate in Latinum translatarum

[*Translation:*

Jesus. 1540. 26th day of July in London. £118. 18s. of current Flemish money.

At usance for this first present bill of exchange pay to D. Barnard Calvalcanti one hundred and eighteen pounds eighteen shillings gross in current money for value received from Guido Cavalcanti and place [the same] to the account. . . . . These letters of exchange are signed by Melia dux Spinola.

These letters of exchange are addressed to D. Adrian de Brancho the younger in Antwerp.

(*In the margin*) The tenor of letters of exchange translated into Latin from the Italian language.]

A.D. 1543 File 16, No. 125–126; see *supra*, p. 7.

Be it knowyn to all men be thys presents that I Alben Bynkys of Hull maryner do owe unto Malache Cogley of Kyngs Lenn xl^{li} iij^{s} iiij^{d} to be payd to the same Malache or to hys certyn atturney hys heyres or executors at the ffeaste of the exaltacyon of the holy crosse nexte comynge after the date hereof to the wyche payment well and truly to be made I do bynde my my' [?] heyres and executors and my shyppe callyd the Margaret of Hull be this presentes In Wyttnes wheroff to

thys I have put my seale and subscrybed it with my marke Dat. the xvj daye of Julij in xxxv^to^ yere of kynge Henry the viij^th^

A.D. 1549 File 18, No. 46–47.

I Raymon Troheta do knowledge to owe to M^r^ John de Sergos marchant of Bourdeux the somme of two hundrethe neyne crownes of the sonne by reason of a bargayne of wynes whiche he made unto me and delyveridde whereof I holde me contentidde, and promys to pay hym the somme of two hundrethe nene crownes before the fyve of this presentte month of December to him or to the bringar of this presentt in Tholowes And in token of the trewithe I have written and seynidde this presentt with myne owne proper handde in Bourdeux the xvj^th^ daye of December 1549

Raymon Troheta

For ij^c^ ix crownes of the sonne

A.D. 1553 File 22, No. 32.

Laus deo 1553 ad primum [?][1] apriell in London.

Worshipfull brother John Van Tricht pray you to paye by this my first bill of exchaunge by as farr as my second bill is not paid to the worshipfull Nicholas Bell the some of xxx^li^ xvj^s^ the valour he receavid and putt it uppon my account And god be with you

per me Simound Van Tricht

A.D. 1554 File 24, No. 63.

Jesus. In Cadiz the 14 of Decembar. 35^li^

Be yt knowne unto all men by this my present byll of exchang that I Thomas Fowt master of the good shipe namyde the Pelycant of Bremen dothe knowlyge my selfe to owe unto Harye Browne merchant of London the some of therty fyve poundes of good and lawfull moneye nowe beynge corrante in Ynglande And is so myche for one hondrethe docats recevyd in Cadiz in the parts of Andorlazia of the sayd Harye Browne to paye for evarye Spanyse docate within xv dayes after the safe aryvall of the aforsayd good shipe in the Ryvar of Teames at London seven shyllyngs the afforesayd Harye Browne beryng the adventar of the same And for that yt ys of a more truthe the sayd Thomas Fowt dothe bynde me my eyres executors and assynes my shipe with all my goodes wher so evar yt be founde other by se or bye lande for the payment of the sayd 35^li^ And for yt ys of a more truthe

[1] Or 'al di primo' (?); in the original 'ad p.'

I have mayd iij bylles of one tennor and setto my sygne and sele Geven the daye and yere abovesayd

Thomas Votth (?)

Excepted the 23 of August anno 1554

Thomas Vootth (?) in London

(*Endorsed*) A bill of 100 ducats geven by exchange to Tomas Fowte master the Pelycantt

A.D. 1553 File 25, No. 71–72.

The iij^{d} day of July anno 1553

Memorandum that I Wyllyam Pryse draper of London doe owe un to hym Vander Spurt of Gent the sum of lxij^{li} xj^{s} x^{d} Flemysh money corrant I say syxtie tow pondes xj^{s} x^{d} the one halfe to be payd to hym or the lawfull brynger hereof the xv day of September and the rest to be paid the vj day of Jennaru next comyng after the datte herof to the whyche payment I the foresaid Wyllyam bynd me myne eyrs executors or assynes and all my goods for me by thes presens Wytnesseth herof I have madd this byll with my owne hand And sett to my seale the day and yere a bove wrytten

By me Wyllyam Pryse draper of London [1]

(*Endorsed*) 1553. Paid on thys bill the 23 day of September 31. 5. 11

A.D. 1554 File 25, No. 85–86.

In the porte of Portingale the 26 daie of November

Sir yt maye plese yew to paie this my seconde bill of exchange my fyrste and thirde beinge unpaid unto Harrye Wardon of Norwiche groser or his assignnis at the sytte here of the some of tenne powndes of lawfull monye of Ynglonde and ys for thirtye docates that your sarvante Christover Candishe have recavide of the a fore namide Harrye Wardon for the ewse and behove of the complishement of the ladinge of your crayer calide the Christover of London wher in ys master John Moris of Rattlyfe under god for this present voyage In wittnes of the trewth I your sarvante Christover Candishe hathe cawside this bill to be made the daie and yere afore saide and hathe subscribide my name as ys a fore saide

Christoffare Candyshe for and in the name of my master William Browke comtrolare of the Queene shipes and more [?] M^{r} Gonson tresarar

(*Endorsed*) To his worshipffull M^{r} W^{m} Browke or M^{r} Gownston geve these.

[1] The subscription is written twice, once in a clerk's hand, and once in Pryce's.

A.D. 1557 File 29, No. 119. Libel, ib. No. 120.

Be yt knowne to all men by thys presentts that I John Jetter marrynar and master of a good shype called the Mary Fortune of London and Robart Pye pursser of the sayd shype be longyn and a partaynyn unto Olyffe Burre copersmythe do owe unto John Levytt merchant for so moche redy money of hym resayved in Dansycke [for] the usse and be houffe of our sayd owner Olyffe Burre . . . d to the apparylyn and takelyn of thys hys [sayd] shype the some of fyfty pownds or the valew there of . . . corrant money of Yngland to be payd in London in . . . dayes after the syght of thys our byll by our sayd [own]er Olyffe Burre or hys executors or assigners to the worshypfull Wyllyam Peterson habardassher or [to hys] assignors for the wyche payment well and trewly [to] be payd we the be ffore named John Jetter and [Robert] Pye master and pursser for and in the name of Olyffe [Burre] owner do bynd hym and all so thys hys shype [and all] hyr apparrell and takell and all other hys goods movabyll and unmovabyll whereso ever they maye be [found] and for the performance of the same and allso . . . s hys full debyttes and attorneys in thys casse do bynde us and ether of us for the performance of the same in wyttnysse of the trewthe have fyrmed to iij bylls of one tenor the one beyng compelett the other to stand as voyde and of none a fecte Datted in Dansycke the laste of Awgust anno 1557

per me Robart Pye pursser [1]

A.D. 1561 File 32, No. 43. Translation from Spanish original (ib. No. 43); ib. No. 44 is a similar document.

Jesus. In Lysborne ye vijth of October 1561

I Cornelis Entupfe dwellinge in Ancosae master of the good shipe called Cortdancosa whiche at this present is readye to take vyage towards the porte of Anworpe I most paye for this furste of exchange god presarvinge me and my said shipe to Lewes Lopes merchaunt Portingall beinge in Anworpe twenty duckets of xj ryoules Spaynyshe every ducket takinge won to the hundrethe The whiche is for so many that I have resevid here of Lopes and monys for lading and fornyshment of my shipe [2] And for wytnes of the truthe I do promyse my parson goodes and the fraithe of my said shipe and the beste appertaynansis thereof and at the tyme to make good payment of [3]

[1] Mark affixed.

[2] Fornimento de minha nao.

[3] The Spanish original is signed 'Corneles Inthoff.'

A.D. 1557 File 33, No. 133.

Be hyt know unto all men by thys presente byll that John Avery of Shoram in the Cownte of Sussex hallfe honer of the good barke callyd the Fackon of Shoram aforesayde dothe knowlege my sellfe for to be in dyttyd to David Carlotte of London golde ffyner the sum xvj^{li} xv^{s} I saye sextene pownde feftene shellenges to be payd to hym or to ys assygneres at the retorne of the sayd barke or within vj wyckes nexte after the feste of Sent John Bapetyste nexte and for the trew paymente of the same I the affore namyd John dothe bynd me the barke with all my goodes In wittnes of the trewthe I have causyd thys byll to be wrytten ton and selyd with my selle and afermyd with my marke the fyfte daye of Maye in the yere of our Lorde God anno 1557

(*mark*) (l.s.)

A.D. 1562 File 33, No. 192.

Laus deo Andwarpe le 4 of September 1562 £50 . 0 . 0

At usans and halfe paye by this my fyrste byll of exchainge my second not beinge paid to Myhell Cruche or the bringer hereof the some ffyeftey poundes sterlinge corant mony for marchandyse and ys for the valewe receyved here of John Turner at the daye make good payment and put yt to your accompte

by me Richard Stanffeld

Eccepted by me William Lewtie

(*Endorsed*) To M^{r} Lewteye servant to Richard Stainffyld dd In London pa'

A.D. 1563 File 35, No. 323–324. See sentence in Denaker c. Mason, *infra*, p. 126.

Anno 1563 the 11 day of September in Amsterdam.

At C (?) usance paye by thys my fyrst byll of exchange my second not beyng paid unto John Denaker or to the brynger hereof 50^{li} I saye fyftye pounds of good and lawful mony of Yngland and ys for valew herof received of John Denaker I praye make good payment herof at the day Thus fare you well

By your husband W^{m} Harris

(*Endorsed*) To the wyff of W^{m} Harris ffishmonger in Temes Street at the syne of the Kings Hed London

(*Two receipts by John Mason for sums of* £30 *and* £12, *in part payment of the bill, are added.*)

A.D. 1564 File 37, No. 113. Contract for loan of money by way of letter of credit to Vigo, the money to be laid out in buying a cargo to be brought to London, and to be repaid on arrival of the ship in London, the lender bearing the adventure. See File 37, No. 73, where it appears that the ship did not return to London.

This Indenture made the twentie and eight daye of August 1564 and in the sixth yere of the Raigne of our soveraigne Ladie Elizabeth by the grace of God Quene of England Fraunce and Irelond defendour of the faithe etc. Betwene George Barne and company cytezins and merchauntes of London on thone partie and Gregory Yonge cytezin and grocer of London on thother partie Witnesseth that wheare the foresaide George Barne and company have gyven and delyvered to the said Gregory Yonge a letter of credit of and for the payement of two hondreth doccetts after the rate of eleven royalls of plate money of Spayne at every doccett to be payed to the said Gregory Yonge his factours or assignes or to one of them in Vigo in the realme of Spayne at or uppon the arryvall of the good ship named the Mary Gallant of Sowle [1] whereof is master John Boys as by a letter of credit directed to Rauf Tromp of London merchaunt now resident in Vigo aforesaid maye appere And the same Gregory Yonge for him his executours and assignes covenaunteth and graunteth by these presents to and with the same George Barne and company their executours and assignes to take and receyve the same two hondreth doccetts after the rate aforesaid so as is aforesaid to be delyvered and to charge or lade or cawse to be charged and laden aborde the said ship the juste value of the said two hondreth doccetts for the citie of London And the said George Barne and company for them their executours and assignes covenaunteth and graunteth by these presents to beare thadventure of the saide two hondreth doccetts from the said porte of Vigo aswell to Villa Nova or any other porte wheare the saide ship shall receyve her lading as the goodes reladen aborde the said ship at the porte of her ladinge as aforesaide to this citie of London And the saide Gregory Yong for him his executours and admynystratours covenaunteth and graunteth by these presents to content and paye or cawse to be contentid and payed the same two hondreth doccetts or the juste value theareof with in the citie of London unto the saide George Barne and company or their assignes after the rate of six shillings and two pens every doccett in manner and fourme folowing that is to saye thone halfe or moyetie with in one moneth after the safe arryvall of the said ship with her lading with in the porte of London and thother halfe or moyetie with in one moneth after the

[1] Southwold.

eand and expiracion of the said fyrst moneth with owte any forder delaye In wytnes wheareof the parties aforesaid to these Indentures sonderly have setto their seales Yeoven the daye and yeare first above wrytten Wytton (*notarial mark*)
by me Gregory Yonge grocer

A.D. 1570 File 43, No. 110. Translation of Dutch bottomry bill (bomerij brief). The Dutch original is *ibid.* No. 111. First decree thereon, *ibid.* No. 112.

Translated owte of Duche

I Feck Pieters, of Amsterdame in Holland, shipper of the ship called the Jonas, of the burden of twoo hundreth and fortie tonnes or thereaboutes presently lying at Blackwall in the ryver of London, for to sail with the first good winde and wether which god shall sende unto me, towardes and unto Rochell, St Martins, Olleron or any other place thereabowtes, where the shipp shall take in her ladinge, and from thence to retourne agen to Blackwall or London, doo knowlege by theis presentes to have taken of the discrete Lieven de Bruyn merchaunt resident in London the some of fowre and twentye poundes and sixtene shillinges sterlinges which said some of 24^{li} 16^{s} sterlinges charged [1] uppon the keel, tackeling, and appurtenaunces of the said my shippe, and the fraight of the same, and at the perill and adventure of the said Lieuen de Bruyne, I promyse by these presents well and truely to disburse and paie to the said Lieven de Bruyn or to the bringer hereof at London aforesaid within eight dayes after that they [2] aforesaid shipp shall have made her aforesaid viage from Blackwall to Rochell St Martines Olleron or any other place thereaboutes, and from thence shall have returned to London againe, all in safetie, and shall have ryden there at an ancker fowre and twentye howers. And I do promyse by these presents throwe Gods help to accumplishe the aforesaide viage as sone as it shalbe possyble, withoute any other viage to be done before this, Bynding thereunto my aforesaid shipp with all her appurtenaunces, and the fraight of the same all withoute fraude or guyle or any exception to the contrarye, In witnes of the truethe I have caused thes presentes to be written and with my owne hande subscribed and sealed, Done in London the secounde daie of the moaneth of September in the yeare of our Lord Jesus Christ 1570 annoque regni regine Elizabethæ etc. duodecimo Subscribed by me Feck Pieters with a seal in rede waxe more subscribed

Sigillavit subscripsit et pro facto suo tradidit in præsentia mei Mathei de Quester notarii publici subsignati

[1] In the Dutch original as follows: 'Clopende op den kiele gewande ende toebehorten vanden voerf mynen schepe ende vrechte van dien ende tot risick ende adventure vanden voerf Lieuen de Bruyn,' &c.

[2] Sic.

Hæc translatio per me prædictum Matheum Quester notarium publicum antenominatum debite cum suo vero originali collata substantialiter concordat

M. de Quester (*mark*) notarius publicus

Allso translated owte of Duche

This fowre and twentye daye of November in the year aforesaid the aforesaid parties to wete Lieven de Bruyn merchaunt at London and Feck Pieterson shipper of the shipp called the Jonas are agreed in the presence of Marcus de la Palma uppon the condycions followinge to wete that the aforesaid Feck Pieterson shall paie unto the said Lieven de Bruyn the some of xxx^{li} great Flemishe money within two moaneths of this said agreement which was made evin the day aforesaid This letter afore written remaning in effect and this being paid then the said letter to be of no value Suscribed

By me Feck Pieters

(*Certificate of translation as before.*)

A.D. 1575 File 47, No. 54. Dutch bill of exchange (*translation*), payable on arrival of the ship; libel, *ibid.* No. 52.

Translated owte of Dutche

I Bartholemew Stoffels of Flusshinge master under God of my shippe called the Blewe Fawcon at this present lying readdy in the haven of St Uball doo confesse by these presentes to have receaved of the honest Andrewe Skenner marchaunt the some of three hundreth ducketts and this uppon adventure of the sea which three hundreth ducketts I doo promise to paye yf God doo graunte me to arryve in safetie at London with my aforesaid shippe to the honest Alard Barterinck or to the assignes of M^{r} Vander Linden where I shall breake my bulke there shall my average be dewe withowt bearing more adventure And uppon my adventure and charges to sende the same upp to London to the sayde Allart Barterinck for every duckett ffyve shillinges starlinge And then reckoning thirty in the hundreth ffowrtene dayes after my arryvall And for to parforme and accomplishe the same evin so as is above wrytten I doo bynde my aforesayde shippe and goods with all her appertenaunces and moreover my owne goodes movabell unmovabell which I have and shall have In witnes of the truethe I have subscribed hereof three billes of one tenor the one beinge parformed thother to be of no valewe And there besydes dide subscribe it with my name or accustomed mark Done in Lisborne on the xiijth of Marche 1575 Subscribed by me Bartholemew Stoffels

(*Certificate of translation by Paulus Typoote, notary public, as before.*)

A.D. 1573 File 45, No. 163. Libel on bottomry bond; copy bond endorsed on libel.

Be yt knowen unto all men by theis presentes that I Henry Melis owner of the good shippe named the Sebastian of London of the quantitie or burden of thre hundrethe tonne or thereaboutes whereof ys master Edmund Combady of Ratcliff Doo acknowledge and confesse upon the hull keele and burthen of the same shippe to owe unto John Collett of London aforesaid merchant tayler the some of lx and tenne poundes of good currant money of England upon suche condicion nevertheles and to suche end as hereafter doethe followe and as by the foresaid merchant and by me the said owner is respectivelye concluded covenaunted and agreed That is to saye whereas I the foresaide owner am minded with the grace of god to undertake and with the foresaid shippe to accomplishe a certaine voyadge oute of the porte or haven of Plymowthe to Burwage and from Burwage to Rye Revell or Danzicke and from Rie Revell or Danzicke directlye to this ryver of Thames accordinge to the tenor of the chartreparties thereupon made Shall the foresaide merchant during all the foresaid voyadge upon the hull and keele of the said shippe as before ys rehearsed bere the whole adventure risicq and perill of all the saide some of threscore and x^{li} as well concerninge concerninge (*sic*) the seas as otherwyse untill suche tyme as the foresaide shippe from Rie Revell or Danzicke aforesaide beinge arrived here into this the foresaide river of Thames shall there in good safetye have lyne at her ancker or anckers the space of xxiiij howres after the same her arryvall and soe there haven ridden at an ancker Shall I the foresaid Henry Melis then within fowertene dayes after the same well and trewlie paye to the said John Collett his heires executors or assignes all the foresaide some of lxx^{li} withowte fraude or gyle or anye further delaye obliginge and bindinge therefore my selfe myne heyres executors and assignes with all and singuler my goodes present and to come and namely the foresaide shippe and thappertenaunces with alsoe the freight thereof In witnesse whereof I have hereupon made subscribed and sealed two of theese writinges of one tenor this present iiij day of the monethe of Aprill anno 1572 and of the reigne of our soveraine ladye Elizabethe by the grace of god of England Fraunce and Ireland quene defendor of the faithe etc. the fowertenthe whereof the one beinge paied the other shalbe as null voyde and of none effecte

By me Henry Melis

Subscripsit sigillavit atque ut factum suum proprium tradidit presente me notario publico Le Felix no. Reg.

Received by me John Colet the twelfe daye of Februaire anno domini 1573 the orryginall bill of this coppye

TROLLOPP c. JOHNSON.[1]

A.D. 1551 File 20, No. 38. Sentence condemning defendant in the value of a boat and other goods previously adjudged to him by first decree, the owner having intervened and claimed the same within a year and a day; see also File 20, Nos. 92, 84–83; File 18, No. 114.

In dei nomine Amen Auditis visis et intellectis ac plenarie discussis per nos Griffinum Leyson . . . (*in common form*) . . . meritis et circumstanciis cujusdam cause civilis sive primi decreti contra unam medietatem navicule vocate a shipp boate et apparatus ejusdem ac duas partes quatuor anchorarum ac duas partes quatuor le joncks [2] ad quendam Thomam Trollopp de Boston in Comitatu Lincoln' spectantes alias auctoritate dicte curie principalis dicti supremi domini nostri Regis sue Admirallitatis Anglie ad instanciam Richardi Johnson civis et groceri London' arrestatas alias coram nobis judicialiter dati et a nobis interpositi que coram nobis inter eundem Richardum Trollopp pro jure et interesse suis in dictis duabus partibus navicule vocate a shipp boate et duabus partibus quatuor anchorarum et duabus partibus quatuor le joncks infra diem et annum intervenientem seque in possessionem eorundem bonorum admitti et imponi petentem ex una et dictum Richardum Johnson hujusmodi bona auctoritate dicte curie principalis prefati supremi domini nostri Regis sue Admirallitatis Anglie appreciata et postmodum vendicioni exposita fuisse et esse Eademque bona in presenti in rerum natura non fuisse nec esse allegantem partibus ex altera aliquamdiu vertebatur et adhuc vertitur et pendet indecisa rite et legitime procedentes partibus predictis per earum procuratores coram nobis in judicio legitime comparentibus parteque dicti Thome Trollopp sentenciam ferri et justiciam fieri pro parte sua parte vero dicti Richardi Johnson justiciam eciam fieri pro parte sua instanter postulante Rimatoque . . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatum Thomam Trollopp pro jure et interesse suis in dictis duabus partibus navicule vocate a shipp boate et duabus partibus quatuor anchorarum et duabus partibus quatuor le joncks infra diem et annum intervenisse Eademque bona ad eundem Thomam jure dominii seu quasi pertinuisse et spectasse Necnon summam xxxvj^{s} currentis

[1] The order of the Files is here resumed from p. 17 *supra*.

[2] From the schedule, these appear to be pieces of cable.

TROLLOPP c. JOHNSON.

In the name of God Amen. We, Griffin Leyson, . . . (*in common form*) . . . having seen and understood and fully discussed the merits and circumstances of a certain civil cause or first decree heretofore judicially passed before Us, and by Us interposed, against one half part of a small craft called a ship's boat and her tackle and two parts of four anchors and two parts of four joncks belonging to one Thomas Trollopp, of Boston, in the County of Lincoln, [all which were] heretofore arrested at the instance of Richard Johnson, citizen and grocer of London, by authority of the said principal court of the said supreme lord our king his Admiralty of England, which [cause] has for some time past been discussed before Us and is still under discussion and is pending undecided between the same Richard Trollopp, intervening within a year and a day on behalf of his right and interest in his said two parts of the small craft called a ship's boat and his two parts of the four anchors and his two parts of the four joncks and praying to be let and placed into and in possession of the same goods, of the one part, and the said Richard Johnson, alleging that such goods were and are by authority of the said high court of the aforesaid supreme lord our king his Admiralty of England, appraised and afterwards put up for sale, and that the same goods were and at present are not in existence, of the other part; the aforesaid parties by their aforesaid proctors lawfully appearing before Us, in court and the party of the said Thomas Trollopp demanding sentence to be passed and justice to be done on behalf of his party, but the party of the said Richard also urgently demanding justice to be done on behalf of his party . . . (*in common form*) . . . Therefore We Griffin Leyson . . . (*in common form*) . . . pronounce decree and declare that the abovenamed Thomas Trollopp has within a year and a day intervened for his right and interest in the said two parts of the small craft called a ship's boat and his two parts of the four anchors and his two parts of the four joncks; And that the same goods appertained and belonged to the same Thomas by right of ownership or quasi-ownership; And also that he has actually paid to the party of the said Johnson the

monete Anglie pro expensis per eundem Richardum in ea parte factis parti dicti Johnson realiter solvisse ac fidejussores de judicio sisti et judicatum solvendo produxisse Eoque pretextu et quoniam res ipse in rerum natura modo non extant prenarratum Richardum Johnson ad solucionem satisfaccionem et restitucionem veri valoris dicte unius medietatis dicte navicule vocate a shipp boate et duarum partium quatuor anchorarum et duarum partium quatuor le joncks qui quidem valor hujusmodi unius medietatis dicte navicule et duarum partium quatuor anchorarum et duarum partium quatuor le joncks ad summam sive valorem duodecim librarum sex solidorum et duorum denariorum ac unius obuli currentis monete Anglie prout per ipsius Richardi Johnson partis principalis confessionem coram nobis in vim juramenti sui legitime factam suffieienter constat et apparet communi hominum estimacione se extendit eandemque summam sive valorem prenominato Thome Trollopp seu ejus parti solvere tradere liberare et satisfacere de jure teneri et ad hoc cogendum et compellendum fore deberi pronunciamus decernimus et declaramus Eundemque Richardum Johnson in expensis . . . (*condemnation in costs in common form*).

HOPTON c. A PINK OF PHILLIPSON'S.

A.D. 1552 File 20, No. 21. Article upon first decree, whereby Sir Ralph Hopton, Knight Marshall, is put into possession of a pink of Phillipson's, in which two French prisoners under his charge had made their escape.

In dei nomine Amen Coram vobis nobili et prepotenti viro . . . . pars strenui viri domini Radulphi Hopton militis contra et adversus navem vocatam a pyncke apparatumque ac ornamenta et municiones ejusdem ad Petrum Phillipson spectantia nuper infra publicum flumen rivi Thamesis London' fluxumque et refluxum maris ac infra jusrisdiccionem marittimam domini nostri Regis sue Admirallitatis Anglie arrestata ac sub arresto hujusmodi existentia necnon contra quemcunque alium coram vobis pro eadem nave apparatuque ejusdem predictis in judicio legitime intervenientem dicit allegat et in hiis scriptis in jure proponit Quod mense Februarii anno domini millesimo quingentesimo quadragesimo nono ultimo elapso aut circiter quidam Galli vocati Moushir de Togo et Moushir de Carse quorum salva custodia et regimen prefato domino Radulpho Hopton militi tunc et in presenti marescallo vulgariter dicto the Knyght Marshall existenti per nobiles et prepotentes viros regie majestatis privati consilii consiliarios commissa extitit et per eosdem sibi stricte mandatum ad Gallos hujusmodi tanquam regios et ejus sub domino nostro Rege

sum of 36*s*. of lawful English money for expenses incurred by the same Richard in that behalf, and has produced sureties to stand to judgment and pay what may be adjudged; And on that account, and inasmuch as the things themselves are not now in existence, that the abovenamed Richard Johnson ought of right to be bound and obliged and compelled to pay, satisfy, and restore, the true value of the said one half of the said small craft called a ship's boat and two parts of the four anchors and two parts of four joncks, which value of one half of the said small craft and two parts of four anchors and two parts of four joncks by common report of men extends to the sum or amount of twelve pounds six shillings and twopence halfpenny of current English money, (as by the admission of him, Richard Johnson, the principal party, lawfully made on oath sufficiently appears and is proved); And that he [Richard Johnson] ought of right to be bound, obliged, and compelled, to pay, deliver, and satisfy, the same sum or amount to the abovenamed Thomas Trollopp; And by this Our diffinitive sentence or this Our final decree We condemn in lawful costs . . . (*in common form*).

HOPTON c. A PINK OF PHILLIPSON'S.

In the name of God Amen. Before you, the noble and all-powerful man . . . the party of the gallant man Sir Ralph Hopton, knight, against a ship called a pink, and the apparel furniture and armament of the same, belonging to Peter Phillipson, lately arrested in the public stream of the river Thames at London and within the ebb and flow of the sea and the maritime jurisdiction of our lord the king his Admiralty of England, and now remaining under such arrest, and also against whomsoever else shall lawfully intervene in court before you on behalf of the same ship, says alleges and in this writing propounds in law: That in the month of February in the year of our Lord 1549 last past or thereabouts certain Frenchmen, named Monsieur de Togo and Monsieur de Carse, the safe custody and charge of whom was entrusted by the noble and all-powerful counsellors of His Majesty the King's privy council to the aforesaid Sir Ralph Hopton, commonly called the Knight Marshall for the time being, (he being by them strictly enjoined to safely and securely guard and keep these Frenchmen as prisoners of the king, and as prisoners of his own under our

captivos sive incarceratos salvo secureque retinendos et conservandos carceris et custodie locum nocturno tempore eciam quasi in noctis medio vi fregerunt illumque locum claviculo exiverunt et ab eodem recesserunt atque in naviculam predictam vocatam a pyncke tunc apud clavem vocatam Pickell Herings Key ac infra fluxum et refluxum maris ibidem remanentem et eorum adventum in ea parte prius pactum et subdole prefixum expectantem de facto recepti fuerunt et abinde per eandem naviculam ad portum de Flusshinge traducti pariter et adducti Cujus pretextu prefatus dominus Radulphus Hopton per amissionem dictorum ejus incarceratorum modo premisso sibi commissorum et contingentium (cum quorum conservacione salvaque et secura custodia ut prefertur oneratus extitit) atque per carceris custodieque loci predicti evasionem hujusmodi necnon circa eorum victus et alimenta tempore incarceracionis facta plurimas notabilesque pecuniarum summas circa inquisicionem investigacionemque ipsorum sic exeuntium locum carceris et custodie hujusmodi aliisque variis modis in hac parte exposuit et subivit dampnumque et interesse habuit et habet sentiitque et sentit pretextu premissorum eciam ad summam ducentarum librarum currentis monete Anglie se extendentia Et quia dominus Petrus Phillipson dominus proprietariusque et possessor navicule predicte ad legitime satisfaciendum dicto domino Radulpho pro delicto factoque doloso ac nephario et injurioso per ejus naviculam predictam modo premisso commissam factam et perpetratam seu ad aliter debite componendum cum eodem in hac parte legitime et instanter requisitus et interpellatus hoc facere penitus recusavit et recusat seu saltem plus justo distulit et differt in presenti Idem dominus Radulphus spem aliam ad recuperandum ejus expensas pecuniarumque summas predictas . . . (*prayer to be put in possession in common form*).

LEDYNGTON c. HUSSEY.

A.D. 1552 File 21, No. 132. Sentence for non-delivery. The dispute was as to the liability of the shipowner for sugar lost in a lighter after discharge from the ship. See File 17, Nos. 45, 39, 17; File 18, Nos. 125, 215; File 20, No. 88; File 21, No. 119, Hussey c. Ledyngton, sentence absolutory, cross claim for freight.

. . . Idcirco nos Griffinus Leyson . . . (*in common form*) . . . prenominatum Johannem Ledyngton in dictam navem vocatam the Anthony of London mense et anno et loco libellatis octo cistas saccari

lord the king), in the night time, even at or about midnight, forcibly broke their place of imprisonment and custody and by means of a key escaped from that place [of imprisonment]; And that they were in fact received on board the aforesaid craft called a pink, then and there lying at the key called Pickle Herring Key, and within the ebb and flow of the sea, and awaiting their arrival, which had been beforehand in that behalf arranged and craftily appointed; And that they were transported and carried thence by the same craft to the port of Flushing; By reason whereof the aforesaid Sir Ralph Hopton, by the loss of his said prisoners so entrusted and belonging to him as aforesaid, (with whose preservation and safe and secure custody he was entrusted as aforesaid), and through such their escape from prison and from the aforesaid place of custody, and also in respect of their food and sustenance during the time of their imprisonment, [and] in respect of the search and enquiry [made for] them so escaping from such their place of imprisonment and custody, and in various other ways, in this behalf expended and incurred [the expenditure of] many and considerable sums of money, and suffered and suffers, sustained and sustains, damage and [loss of] interest by reason of the premises amounting to the sum of £200 of current English money; And because Peter Phillipson, the owner and proprietor and possessor of the aforesaid craft, being lawfully and urgently required and requested to make satisfaction to the said Sir Ralph for the offence and for the crafty and wicked and wrongful act done and committed in manner aforesaid by his craft aforesaid, or otherwise to make composition with him in this behalf, has altogether refused and refuses to do so, or at least has unduly delayed and now delays to do so, the same Sir Ralph, having no other hope of recovering his expenses and the aforesaid sums of money . . . (*has arrested the pink and prays to be put into possession of her, in common form*).

LEDYNGTON c. HUSSEY.

. . . Therefore We, Griffin Leyson . . . (*in common form*) pronounce, decree, and declare that the beforenamed John Ledyngton loaded and freighted in the said ship called the 'Anthony' of London, in the month and year and at the place libellate, the eight chests of sugar also libel-

eciam libellatas in portu oppidi Antuerpie in partibus Brabancie abinde ad portum publici fluminis rivi Thamisie London' salvo transvehendas et transportandas atque eidem Johanni deliberandas et tradendas onerasse et affrectasse necnon Jacobum Moyer magistrum libellatum dicte navis easdem octo cistas sic recepisse et tamen quatuor cistas dictarum octo cistarum in salva et bona condicione eidem Johanni non fuisse nec esse traditas dictumque Johannem damnum exinde ad summam sive valorem quinqueginta[1] novem librarum et septem solidorum bone et legalis monete Anglie culpa facto et negligencia proprietariorum et dominorum libellatorum navis predicte seu eorum in ea parte assignatorum et deputatorum in quatuor cistis dictarum octo cistarum saccari habuisse sustinuisse et passos fuisse ac habere sustinere et pati pronunciamus decernimus et declaramus Dictosque Anthonium Husye Willielmum Bullye et Thomam Sullyvant[2] in dicta summa xxiij^{li} x^{s} . . . (*condemnation in common form*).

CROCKYE c. GOODS OF CRUSE.

A.D. 1552 File 21, No. 111. Article upon first decree. Goods of Cruse, in the hands of Prediaux and others, decreed to the plaintiff in satisfaction of damages for non-performance of a charter-party entered into by Cruse.

. . . Pars discreti viri Roberti Crockye contra et adversus twoo half hakes ij serpentynes ij hagbusshes a croke stocked ij hagbusshes of yron and oon ancker in manibus Johannis Prediaux de Dartmouthe in comitatu Devonie necnon contra unam anchoram in manibus Johannis Cutt de Dartmouthe predicta et unum le cable in manibus Georgii Cruse respective existentia et reperta atque ad Ambrosium Cruse spectantia et pertinentia nuper auctoritate hujus curie arrestata et sub arresto hujusmodi existentia Necnon contra quemcunque alium coram vobis pro eisdem bonis rebus et mercibus in judicio legitime intervenientem dicit allegat et in hiis scriptis in jure proponit Quod prenominatus Ambrosius se heredes et executores suos prenominato Roberto Crockye in summa sexaginta librarum currentis monete Anglie de observando prestando et perimplendo omnia et singula pacta promissa convenciones soluciones concessiones et articulos maris viagia et negocia marittima notorie respicientia et concernentia in quibusdam chartis bipartitis inter eos in ea parte initis habitis et factis contenta et specificata sigilloque ipsius Ambrosii sigillatis

[1] Sic. There has been an erasure and re-writing of the sum here; probably the £23 10*s.* 0*d.* below should have been altered at the same time. [2] The shipowners.

late, in the port of the town of Antwerp in Brabant, to be carried and transported in safety from there to the port of the public stream of the river Thames at London and to be delivered and handed to the same John; And also that Jacob Moyer, the master of the said ship libellate, so received the same eight chests; And that four chests only of the said eight chests were delivered in safe and good condition to the same John; And that the same John, through the fault, act, and negligence of the proprietors and owners libellate of the aforesaid ship, or of their agents and deputies in that behalf, had sustained and suffered, and has sustains and suffers, damage thereupon to the amount or value of £59 7*s.* 0*d.* of good and lawful English money in respect of the four chests of sugar out of the eight chests; And We condemn the said Anthony Hussey William Bullye and Thomas Sullyvant in the said sum of £23 10*s.* 0*d.* . . . (*and costs in common form*).

CROCKYE c. GOODS OF CRUSE.

. . . the party of the discreet man, Robert Crockye, against two half hakes, two serpentynes, two hagbushes, a croke stocked, two hagbushes of iron, and one anchor, in the hands of John Prediaux of Dartmouth in the county of Devon, and also against one anchor in the hands of John Cutt of Dartmouth aforesaid, and one cable received by George Cruse and in his hands, [all] belonging and appertaining to Ambrose Cruse [and] lately arrested by authority of this court and now under such arrest, and also against whosoever else shall lawfully intervene before you on behalf of the same goods, things, and wares, says, alleges, and in this writing propounds in law: That the abovenamed Ambrose by his letters obligatory thereupon made and sealed and subscribed with the hand of him, Ambrose, and delivered and admitted by him bound and made himself, his heirs and executors, liable to the beforenamed Robert Crockye in the sum of £60 current English money to observe perform and fulfil all and singular the contracts, promises, agreements, payments, concessions, and articles manifestly touching and concerning the sea voyages and maritime matters contained and specified in a certain charter-party in that behalf entered into, had, and made between them, and sealed with the seal of

atque ejus manu propria subscriptis per ejus litteras obligatorias desuper confectas ac manu propria dicti Ambrosii eciam sigillatas subscriptas traditas et confessatas obligavit et astrinxit . . . (*recital of breach of charter-party, non-payment of penalty, arrest of goods, and prayer for possession in common form*).

GELDER c. WORELOND.

A.D. 1552 File 21, No. 73. Sentence for restitution of the 'Greyhound,' captured by pirates. See also File 20, Nos. 58–59, 129, 145; File 21, No. 159. The ship was captured during the war between Charles V. and Scotland, and appears to have been restored in pursuance of treaty arrangements.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatos Adrianum Gelder et Henricum Ver Star veros dominos et proprietarios navis libellate vocate the Grayehounde of Flushing et ejus apparatus mensibus et annis in hac parte libellatis fuisse et esse pronunciamus decernimus et declaramus Eandemque navem eisdem mensibus et annis libellatis inter velificando et navigando a portu de Flushinge versus Shotelond alias Hedelond eciam libellatam per quosdam piratas et malefactores ignotos expugnatam et abductam fuisse et esse hujusmodique navem et ejus apparatum post premissa et post multam inquisicionem in ea parte factam in manibus prefati Henrici Worlond repertam et inventam fuisse et esse similiter pronunciamus decernimus et declaramus Ipsumque Henricum Worelond in prefata navi et ejus apparatu si extent alioquin in vero valore eorundem videlicet quinquaginta librarum bone et legalis monete Anglie juxta confessionem ejusdem Henrici in hac parte judicialiter factam ac eciam in expensis . . . condemnamus . . . (*in common form*).

GOURDEN c. LOVELAKE.

A.D. 1552 File 21, No. 37. Sentence for freight and dead freight; see also *ib.* Nos. 129, 135; File 20, No. 66; appeal dismissed File 25, No. 99.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatum Thomam Lovelake navem libellatam vocatam the Lion of London ad dictam Johannem[1] Gourden tunc spectantem apud portum de Liethe libellatum juxta convenciones et pacta in quibusdam literis bipartitis inter eum et prenominatam Johannam Gourden in ea parte

[1] Sic. The plaintiff was Joan, widow and executrix of John Gourden.

him Ambrose, and subscribed by his own hand . . . (*Crockye, having no other hope of redress, arrests the goods and prays to be put in possession of the same, in common form*).

GELDER c. WORELOND.

. . . Therefore We, Griffin Leyson . . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Adrian Gelder and Henry Ver Star were, in the months and years in this behalf mentioned in the libel, and now are, the true owners and proprietors of the ship libellate called the 'Greyhound' of Flushing and of her apparel; And likewise We pronounce, decree, and declare, that the same ship in the months and years libellate, in her voyage and sailing from the port of Flushing towards Shetland, otherwise called Hedeland, also mentioned in the libel, was captured and carried off by certain pirates and malefactors unknown; And that such ship and her apparel after the premises, and after much search made in that behalf, was found and discovered in the hands of the aforesaid Henry Worelond; And by this Our diffinitive sentence, or this Our final decree, which We pass and promulgate in this writing, We condemn him, Henry Worelond, in the aforesaid ship and in her apparel, if they are in existence, and if they are not, in their true value, namely fifty pounds of good and lawful English money, according to the admission of the same Henry in this behalf judicially made, and also in costs . . . (*in common form*).

GOURDEN c. LOVELAKE.

. . . Therefore We, Griffin Leyson . . . (*in common form*) . . . pronounce, decree, and declare that the beforenamed Thomas Lovelake ought, according to the contract and agreement [contained] in a certain charter-party made and entered into in this behalf between him and the beforenamed Joan Gourden and exhibited before me in

factis et conceptis et coram nobis in hac causa per partem ejusdem Johanne exhibitis necnon per dictum Thomam Lovelake tempore examinacionis sue in hac parte confessatis xxx^ta^ tonellis nauli Anglice with the burden and lading of xxx^ti^ [1] toon abinde ad portum hujus civitatis Londonie per navem hujusmodi traducendis onerasse et affrectasse debuisse Navemque hujusmodi quindecim tonellis tantum nauli predicti onerasse et affrectasse atque aliis xv tonellis nauli hujusmodi minus onerasse aut affrectasse pronunciamus decernimus et declaramus Eundem igitur Thomam Lovelake summam xv^li^ currentis monete Anglie pro xv tonellis nauli sic uti premittitur in navi predicta impositis et oneratis atque alias quindecim libras pro aliis xv tonellis in navi hujusmodi non impositis nec oneratis memorate Johanne Gourden juxta convenciones et pacta in literis predictis inserta et per dictum Thomam Lovelake ut premittitur confessata debuisse et debere Ipsumque Thomam ad solucionem . . . (*condemnation in common form*).

BELL c. BYRDE.

A.D. 1553 File 21, No. 28. Article upon first decree. Freight belonging to Byrde, in the hands of Walton, decreed to be delivered to Bell in part payment of a debt due to Bell from Byrde; ib. No. 70, allegation by master and mariners of their right to have their freight and wages first paid; see also ib. Nos. 71, 75.

. . . pars honesti viri Nicholai Bell civis et mercatoris scissoris civitatis Londoniensis contra et adversus naulum sive affrectamentum cujusdam navis vocate the George of London ad Johannem Byrde civem et iremonger dicte civitatis Londonie spectantis et pertinentis ac in manibus cujusdam Ricardi Walton existens nuper auctoritate dicte curie ad instanciam prefati Nicholai infra jurisdiccionem maritimam ejusdem curie legitime arrestatum et sub arresto hujusmodi jam existens ac contra et adversus eundem Johannem Byrde necnon contra quemcunque alium coram vobis pro eodem naulo sive affrectamento in judicio legitime intervenientem dicit allegat et in hiis scriptis in jure proponit Quod prefatus Johannes Byrde ex quodam contractu civili et maritimo inter eum et prefatum Nicholaum Bell alias inito habito et facto summam clxxix^li^ v^s^ legalis monete Anglie eidem Nicholao Bell debuit et debet . . . (*The Article proceeds to state the refusal of Byrde to pay, the arrest of the freight at Bell's instance, and citation of Byrde and default of appearance; and continues:*) Unde facta fide de jure in hac parte requisita petit pars

[1] Sic.

this cause and also admitted by the said Thomas Lovelake at the time of his examination in this behalf, to have loaded and freighted at the port of Leith libellate the ship libellate called the 'Lion' of London, then belonging to the said Joan, with the burden and lading of thirty tons, to be carried by such ship from Leith to the port of this city of London; And that he loaded and freighted such ship with fifteen tons of freight only, and failed to load or freight her with the other fifteen tons of such freight; And that therefore the same Thomas Lovelake owed and owes to the said Johanna Gourden, according to the contract and agreement contained in the aforesaid charter-party and admitted by the said Thomas, £15 of current English money, for the 15 tons of freight so as aforesaid placed and laden in the aforesaid ship, and other £15 for 15 other tons not placed and laden in such ship . . . (*condemnation of the defendant in £30 in common form*).

BELL c. BYRDE.

. . . the party of the honest Nicholas Bell, citizen and merchant tailor of the city of London, against the freight or passage money of a certain ship called the 'George' of London, belonging and appertaining to John Byrde, citizen and ironmonger, and in the hands of one Richard Walton lately lawfully arrested by authority of the said court at the instance of the aforesaid Nicholas within the maritime jurisdiction of the same court, and now under such arrest, and against the same John Byrde, and also against any one else lawfully appearing before you in court on behalf of the same freight or passage money, says, alleges, and in this writing in law propounds: That the aforesaid John Byrde upon a certain civil and maritime contract heretofore entered into, had, and made, between him and the aforesaid Nicholas Bell, owed and owes to the same Nicholas the sum of £179 5*s*. 0*d*. lawful English money . . . (*Refusal of Byrde to pay; arrest of the freight; citation of Bell and default of appearance*) . . . Wherefore the party of the said Nicholas Bell, having made oath as required by law

dicti Nicholai Bell jus et justiciam sibi in premissis omnibus et singulis et ea concernentibus quibuscunque cum effectu ministrari prefatumque Johannem Byrde et quoscunque alios jus titulum seu interesse in dicto naulo sive affrectamento habentes seu se habere pretendentes in quatuor defaltas antedictas contumaciter incurrisse et incurrere atque contumaces fuisse et esse pronunciari decerni et declarari Necnon premissorum occasione dictum Nicholaum Bell seu procuratorem aut factorem suum legitimum ejus nomine et pro eo in possessionem dicti nauli sive affrectamenti sic ut premittitur arrestati in parte solucionis debiti superius declarati quatenus valor dicti nauli sive affrectamenti ad hoc sufficiat alioquin in quantum sufficiat ex primo decreto causa rei servande juxta moris exigenciam ac morem usum stilum et consuetudinem predicta mittendum fore eciam decerni pronuntiari et declarari . . . (*in common form*).

Allegation of priority of wages; File 21, No. 70, *ad med.*

. . . Quodque insuper tam de jure communi quam de laudabili consuetudine inter navium magistros earumque nautas et marinarios et mercatores et alias personas quascunque bona sua a portu ad portum in navibus hujusmodi transvehi consuetos per totum orbem et mundum communiter habetur publicus mos et usus a tempore immemorato observatus et in judicio contradictorio sepius seu saltem semel obtentus quod quicunque bona aliqua ex navi vel navicula quacunque in loco exoneracionis eorundem receperit in primis et ante omnia naulum et affrectamentum inde eidem navi vel navicule debitum magistro bursario aut marinariis earundem immediate post exoneracionem bonorum hujusmodi seu saltem juxta convencionem oneracionis eorundem initam et factam prestare et realiter solvere tenetur . . .

In re STRANGWIS.

OFFICIUM DOMINI c. BONA PIRATARUM.

A.D. 1553 File 22, No. 92. Article on first decree. Pirate goods condemned as confiscated for the use of the king in his office of Admiralty. See also File 22, No. 37, where one Patrick Gybbes intervenes after first decree passed, claiming the goods. File 22, No. 38 is the appraisement of the goods. File 53, No. 121, *infra*, p. 161, is a similar first decree adjudging the 'Diana' and her cargo, as pirate goods, to the Lord High Admiral.

In dei nomine Amen Coram vobis nobili et prepotenti viro domino Edwardo Fynes preclari ordinis garterii milite domino Clynton et

in this behalf, prays that right and justice may be effectually done to him in all and singular the premises and whatsoever concerns the same, and that it may be pronounced, decreed, and declared that the aforesaid John Byrde, and all other persons whomsoever having or pretending to have right, title or interest in the said freight or passage money, have contumaciously incurred and incur four defaults, and that they have been and are contumacious; And also that by reason of the premises it may also be pronounced, decreed, and declared, that the said Nicholas Bell, or his lawful proctor or factor on his behalf and in his name, should, for the sake of safe custody, according to the exigency of the custom, and according to the aforesaid custom, use, style, and habit, by first decree be placed in possession of the said freight or passage money so arrested as aforesaid, in part payment of the debt above mentioned, so far as the amount of the said freight or passage money suffices, or otherwise [be put] into possession of so much thereof as suffices[1] . . . (*in common form*)

. . . And that furthermore, as well of common right as by laudable custom, a public use and custom observed from time immemorial and often, or at least once, upheld in judgment delivered in a contested cause, commonly prevails throughout the whole world and universe, between masters of ships and their seamen and mariners and merchants, and between all other persons whomsoever accustomed to have their goods carried in such ships from port to port, that whosoever receives any goods out of any ship or boat at the place of their discharge is bound, first and before all, to provide and pay the freight and carriage thereof due to such ship or boat to the master, purser or mariners of the same, immediately after the discharge of such goods, or at least according to the contract of affreightment made and entered into.

In re STRANGWIS.

OFFICIUM DOMINI c. PIRATE GOODS.

In the name of God Amen. Before you, the noble and all-powerful man, lord Edward Fynes, knight of the illustrious order of the Garter,

[1] This appears to be the sense.

Say magno Admirallo Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et marchiarum ejusdem Normanie Gasconie et Aquitanie classisque et marium regnorum Anglie et Hibernie prefecto generali per illustrissimum in Christo principem et dominum nostrum dominum Edwardum Sextum dei gracia Anglie Francie et Hibernie Regem fidei defensorem et in terra ecclesie Anglicane et Hibernice supremum caput [1] vestrove in curia principali ipsius domini nostri Regis sue Admirallitatis Anglie locumtenenti officiali principali aut alio ejusdem curie presidente quocunque Ego Johannes Clerke procuratorum generalium curie predicte unus in necessarium promotorem officii vestri in hac parte specialiter assumptus et assignatus onusque officii hujusmodi alias in me susceptum denuo ex superhabundante debite assumendo contra et adversus m^{li} m^{li} vj^{c} et viij^{li} weighte panne mettell v^{c}vij peaces of brasse pannes ccxxx^{li} weight batrien [2] one greate panne ponderis lxxx^{li} weighte and an other greate panne of like weighte nuper tanquam bona merces et mercimonia piratarum viz^{t} per Henricum Strangwis Petrum Killigrue Thomam Killigrue et Baptistam Roane et alios eorum in ea parte complices piratas predones et malefactores mensibus Augusti vel Septembris ultimo elapsis in propugnaculo de Porteland et oppidis de Clifford et Weymouthe in comitatu Dorsette relicta et dimissa repertaque et inventa ibidem auctoritate hujus alme curie arrestata atque sub arresto hujusmodi existentia Necnon contra eosdem Henricum Strangwis Petrum Killigrewe Thomam Killigrewe et Baptistam Roane omnesque alias personas quascunque jus aut interesse aliquod in bonis mercibus et mercimoniis predictis habentes seu habere pretendentes ac contra quoscunque alios pro eisdem seu eorum aliquo in judicio legitime intervenientes dico allego et in hiis scriptis in jure propono Quod dicti pirate predones et malefactores cum eorum navi seu forsan navibus cum ceteris eorum in ea parte complicibus per alta maria et jurisdiccionem marittimam predictam ad eorum voluntarium et nepharium libitum temere navigantes ac convagantes predas et spolia querentes tandem nonnullas naves ad hujus regni Anglie prefatique domini nostri Regis subditos et amicos spectantes et pertinentes de diversis bonis rebus et mercibus predictis super alto mari spoliaverunt bonaque hujusmodi piratice ceperunt et asportaverunt atque postea occasione spolii hujusmodi et ex aliis eorum nephariis delictis et malefactis super alto mari ut prefertur per eos commissis et perpetratis hoc regnum fugerunt et fugam fecerunt Quorum premissorum occa-

[1] 'Constituto' appears to be omitted.
[2] See Appraisement, File 22, No. 38: 'of battery called brass pans.'

lord Clynton and Say, high Admiral of England, Ireland, and Wales, and of the dominions and islands of the same, of the town of Calais, and of the marches of the same, of Normandy, Gascony, and Aquitaine, and by the most illustrious prince in Christ and our lord Edward the Sixth, by the grace of God king of England, France, and Ireland, defender of the faith, and on earth supreme head of the church of England and Ireland, [appointed] captain general of the fleet and seas of the kingdoms of England and Ireland, or to your lieutenant in the principal court of our lord the king, his Admiralty of England, [or to] the principal official or other president of the same court, whosoever he be, I, John Clerke, one of the proctors general of the aforesaid court, specially chosen and assigned in this behalf to be the necessary promoter of your office, and duly of abundant [caution] taking upon myself afresh the burden of such office before by me undertaken, against 2608 lbs. weight of pan metal, 507 pieces of brass pans, 230 lbs. weight batrien (?), one great pan of 80 lbs. weight, and another great pan of like weight, lately [arrested] as goods wares and merchandise of pirates, to wit, [goods] left and deposited by Henry Strangwis, Peter Killigrew, Thomas Killigrew, and Baptist Roane, and others their accomplices in that behalf, pirates robbers and malefactors, in the months of August or September last past, in the castle of Portland and towns of Clifford and Weymouth, in the county of Dorset, and found and discovered in the same place, [and] arrested by authority of this good court, and now being under such arrest; And also against the same Henry Strangwis, Peter Killigrew, Thomas Killigrew, and Baptist Roane, and all other persons whomsoever having or claiming to have any right or interest in the goods wares or merchandise [aforesaid], and against [all] other persons whomsoever lawfully appearing in court for them or any of them, say, allege, and in this writing propound in law: That the said pirates, robbers, and malefactors, accompanied by the rest of their accomplices in that behalf, sailing and roving with their ship or, may be, their ships, at large and at their uncontrolled and wicked will, over the high seas and [within] the maritime jurisdiction aforesaid, seeking prizes and spoil, at length upon the high sea some ships belonging and appertaining to subjects and friends of this realm of England and of the aforesaid lord the king spoiled of the divers goods, things, and wares aforesaid, and such goods piratically seized and carried away; And that afterwards by reason of such spoil, and by reason of other wicked wrongs and crimes committed and perpetrated by them upon the high sea, they fled from this realm, and took to flight; And

sione et obtentu dicta bona res et merces ut prefertur inventa et auctoritate hujus curie arrestata ad prefatum supremum dominum nostrum Regem de jure statutis legibusque et consuetudinibus hujus Regni Anglie spectabant ac pertinebant ac sic spectare et pertinere debent atque pro talibus et ut talia pronuncianda et adjudicanda sunt pariter et condempnanda atque ad usum regie majestatis obtentu officii sue regie Admirallitatis Anglie confiscari et applicari debent Proinde apud dicta bona res et merces ut prefertur arrestata tempore arresti predicti in ea parte interpositi prenominati Henricus Strangwis Petrus Killegrue Thomas Killegrue et Baptista Roane pirate spoliatores et predones predicti in specie ac omnes et singuli alii jus aut interesse aliquod in dictis bonis arrestatis habentes vel habere pretendentes in genere legitime et peremptorie citati fuerunt quod comparerent coram vobis die et loco in mandato vestro in ea parte executo et specialiter emanato expressis causam racionabilem et legitimam si quam pro se habeant vel dicere sciant quare dicta bona ut prefertur arrestata ad opus et usum predictum confiscari levari et applicari non debeant in debita juris forma dicturi et allegaturi ulteriusque facturi et recepturi quod justum fuerit in hac parte Qui quidem sic citati ac peremptorie preconizati comparere non curarunt neque curant quatuor defalctas in ea parte incurrendo et incurrebant Que omnia et singula fuerunt et sunt vera publica notoria manifesta pariter et famosa atque de et super eisdem laborarunt publica vox et fama Unde facta fide de jure in hac parte requisita ego procurator et promotor officii vestri antedictus et eo nomine peto bona res et merces predicta ut prefertur arrestata per vestrum decretum pretextu premissorum confiscanda atque ad opus et usum prefatum domini nostri Regis et officii sui Admirallitatis Anglie predicte levanda convertenda et applicanda atque cum effectu confiscari levari et applicari debere Necnon hujusmodi bona sub arresto predicto existentia auctoritate hujus Curie apprecianda et licitanda per vos dominum judicem antedictum pronunciari decerni et declarari Ulteriusque fieri . . . (*in common form*).

NOGAYE c. ENEWE.

A.D. 1553 File 22, No. 49. Sentence condemning Enewe, who had undertaken to indemnify Nogaye for standing surety for Enewe. Libel, File 22, No. 124.

. . . Idcirco nos Henricus Jones legum doctor surrogatus ac judex antedictus . . . (*in common form*) . . . prenominatum Robertum

that, by reason and in consequence of the premises, the said goods things and wares, discovered as aforesaid, and arrested by authority of this court, belonged and appertained, and by right [and] by the statutes, laws and customs ought to belong to our supreme lord aforesaid the king, and ought to be pronounced and adjudicated and likewise condemned as and for such, and ought to be confiscated and applied to the use of His Majesty the King in virtue of His office of the Admiralty of the King of England; And furthermore that the beforenamed Henry Strangwis, Peter Killigrew, Thomas Killigrew, and Baptist Roane, the aforesaid pirates spoilers and robbers, in particular, and, in general, all and singular other persons having or pretending to have any right or interest in the said goods arrested, were lawfully and peremptorily cited at the said goods things and wares [so] arrested as aforesaid, at the time of the aforesaid arrest made in that behalf, to appear before you at the day and hour specified in your order in that behalf executed and specially issuing, to show and allege in due form of law reasonable and lawful cause, (if any such they have or can show), why the said goods arrested as aforesaid ought not to be confiscated and levied to the purpose and use aforesaid, and further to do and receive what should be right in this behalf; And that they being so cited and peremptorily forewarned have neglected and [still] neglect to appear, and that they incurred and incur four defaults in that behalf; All which things were and are true, public, notorious, manifest and well known, and public report has been loud concerning the same; Wherefore, having made oath, as required by law in this behalf, I, the aforesaid proctor and promoter of your office, in that capacity, pray that the goods and things and wares aforesaid so arrested as aforesaid may by your decree by reason of the premises be confiscated for the use and benefit of the aforesaid lord our king and of the office of His Admiralty of England, [and that they] may be levied, converted, and applied, and [that it be decreed that they] ought to be so levied, converted, and applied accordingly; And also that it be pronounced decreed and declared by you, the judge aforesaid, that such goods being under arrest as aforesaid may by authority of this court be appraised and put up for sale; And that such further things be done . . . (*in common form*).

NOGAYE c. ENEWE.

. . . Therefore We, Henry Jones, doctor of laws and surrogate and judge aforesaid, . . . (*common form*) . . . pronounce, decree, and de-

Enewe et quendam Robertum Wolmer summam centum librarum monete Flandrie cuidam Petro de Winte in libello predicto nominato pro pannis lineis vocatis diaper clothes per ipsos Robertum Enewe et Robertum Wolmer ab eodem Petro de Winte emptis et receptis debuisse et debere antedictumque Thomam Nogaye ad requisicionem et contemplacionem predictorum Roberti Enewe et Roberti Wolmer sese memorato Petro de Winte pro solucione dicte summe centum librarum eidem Petro ejusve executoribus et assignatis die et loco in ea parte conventis et diu elapsis obligasse et astrinxisse seque in ea parte fidejussorem pro eisdem Roberto Enewe et Roberto Wolmer ad eundem effectum constituisse pronunciamus decernimus et declaramus prefatumque Robertum Enewe post premissa ad exonerandum et indempnem servandum dictum Thomam Nogay ejus ut prefertur fidejussorem versus prefatum Petrum de Winte obtentu premissorum per ejus literas obligatorias desuper confectas ac manu propria ejusdem Roberti Enewe scriptas seu saltem subscriptas et in hac curia exhibitas ac in registro ejusdem remanentes et per eundem Robertum Enewe tempore examinacionis sue in hac parte facte confessatas astrinxisse et obligasse ipsumque Robertum ad sic exonerandum et indempnem conservandum predictum Thomam Nogaye versus dictum Petrum de Winte obtentu premissorum juxta promissa de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus Eundemque . . . (*condemnation of Enewe in costs in common form*).

RICHARDSON c. SAUNDERSON.

A.D. 1553 File 22, No. 16. Sentence for salvage payable to recaptors of a ship retaken from enemies and restored (vol. i. p. 146) to her owners. There are other proceedings in the suit (see File 18, Nos. 31, 122, 180), including an allegation (No. 31) that £5 only is due for salvage in such cases. File 20, Nos. 14, 13.

. . . Idcirco Nos Henricus Joones legum doctor surrogatus antedictus[1] . . . (*in common form*) . . . antedictos Johannem Richardson Walterum Jobson Willielmum Johnson Richardum Taylour Johannem Dove Willielmum Angell Brianum Bowmar Henricum Wood et Johannem Harman cum navibus nautis et marinariis suis navem appellatam the James of Lynne varia et ancipiti pugna navali a quibusdam Gallis tunc temporis inimicis hujus regni Anglie qui eandem navem unacum omnibus et singulis bonis tunc in eadem repositis antea apprehenderunt recuperasse eripuisse et abduxisse

[1] For Dr. Leyson.

clare, that the aforesaid Robert Enewe and one Robert Wolmer owed and owe to one Peter de Winte, named in the aforesaid libel, the sum of one hundred pounds of Flemish money, for diaper cloths bought and received by them Robert Enewe and Robert Wolmer from him Peter de Winte; And that the aforesaid Thomas Nogaye at the request and desire of the aforesaid Robert Enewe and Robert Wolmer bound and obliged himself to the aforesaid Peter de Winte for the payment of the said sum of one hundred pounds to the same Peter, or his executors and assigns, upon the day and at the place agreed upon in that behalf, which day has long since passed, and that he made himself surety for them Robert Enewe and Robert Wolmer for the same purpose; And that the aforesaid Robert Enewe by his letters obligatory thereon made and written, or at least subscribed by the proper hand of him Robert Enewe, and exhibited in this court, and now remaining in the registry of the same, and admitted by him, Robert Enewe, at the time of his examination in that behalf, bound and obliged himself by reason of the premises to save and keep harmless the said Thomas Nogaye, his aforesaid surety, against the aforesaid Peter de Winte; And We also pronounce decree and declare that he, Robert, is by reason of the premises of right bound, and ought to be compelled, so to save and keep harmless the aforesaid Thomas Nogaye against the said Peter de Winte; And . . . (*condemnation of Enewe in costs in common form*)

RICHARDSON c. SAUNDERSON.

Therefore We, Henry Jones, doctor of laws, the aforesaid surrogate . . . (*in common form*) pronounce decree and declare that the aforesaid John Richardson, Walter Jobson, William Johnson, Richard Tayloure, John Dove, William Angell, Brian Bowmer, Henry Wood, and John Harman, with their ships, sailors, and mariners, recovered, rescued, and carried off, the ship called the 'James' of Lynn in a perilous and critical engagement at sea from certain Frenchmen, then enemies of this realm of England, who had first taken the same ship together with all and singular the goods then on board her; And

necnon ad portum vocatum Holy Islande in Anglia salvam attulisse atque damnum ac jacturam passos fuisse et sensisse ac interesse habuisse atque expensas fecisse racione recuperacionis hujusmodi que ad summam vj^{li} legalis monete Anglie moderamus et taxamus Eosdemque Richardum Saunderson Johannem Mackander et Johannem Dynsdale ad tradendum et restituendum dicto Johanni Rychardson et suis consortibus predictis dictam summam vj^{li} legalis monete Anglie pro damno jactura et interesse atque expensis predictis racione recuperacionis hujusmodi de jure teneri pronunciamus decernimus et declaramus Ipsosque Richardum Saunderson Johannem Mackander et Johannem Dynsdale in summa vj^{li} predicta . . . condemnamus . . . (*in common form*)

GARDINER c. BRADLEY.

A.D. 1554 File 23, No. 86. Sentence condemning defendant in damages for slander. Robins c. Cornelison, File 32, No. 74, File 33, No. 33, and Tippin c. Thompson, File 67, No. 121 are similar cases.

. . . Idcirco Nos Willielmus Cooke legum doctor judex antedictus . . . (*in common form*) . . . prefatum Willielmum Bradley verba injuriosa conviciosa contumeliosa et diffamatoria libellata contra prefatum Johannem Gardiner injuriose contumeliose et maliciose protulisse ipsumque Johannem Gardiner injuria affecisse et afficere Dictum igitur Willielmum Bradley ab hujusmodi ejus verbis contumeliosis injuriosis et conviciosis criminumque imposicione predicta abstinere compellendum et cogendum fore pronunciamus decernimus et declaramus necnon prefatum Willielmum Bradley juxta taxacionem et moderacionem nostras atque juxta juramentum predicti Johannis sibi in hac parte judicialiter delatum et per eundem Johannem prestitum ut in actis apparet in summa iij^{li} pro injuria predicta sibi illata et in expensis . . . condempnamus . . . (*in common form*)

RIVERO c. DE PACE.

A.D. 1554 File 23, No. 78. Sentence condemning the defendant to be attached for not delivering up goods, according to decree.

In dei nomine Amen . . . inter Nicholaum Rivero triginta quatuor pannos laneos et quatuor pecias vocatas Manchester cottons ad Gasperum de Tamaio et Andream de Paredes spectantes in manibus Lodovici de Pace civitatis Londonie mercatoris arrestari nuper procurantem partem agentem et querelantem ex una et eundem

that they brought her in safety to the port called Holy Island in England; And that they suffered and sustained damage and loss and incurred [loss of] interest and expenses by reason of such recapture, which [loss] We estimate and assess at the sum of £6 lawful English money; And that the same Richard Saunderson, John Mackander, and John Dynsdale, are of right bound to repay and restore to the said John Richardson and his companions aforesaid the said sum of £6 lawful money of England, for the damage, expense, and [loss of] interest and costs aforesaid [incurred] by reason of such recapture; And by this Our diffinitive sentence We condemn them Richard Saunderson, John Mackander, and John Dynsdale, in the aforesaid sum of £6 . . . (*in common form*)

GARDINER *c.* BRADLEY.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare that the aforesaid William Bradley uttered the wrongful, insulting, contumelious and abusive words libellate against the aforesaid John Gardiner, wrongfully, insultingly and maliciously, and did and does wrong to him, John Gardiner; [And] that the said William Bradley be therefore compelled and obliged to abstain from such his contumelious, wrongful, and insulting words, and from his aforesaid imputation of crimes; Moreover by this Our diffinitive sentence We condemn the aforesaid William Bradley, according to Our just assessment and taxation, and according to the oath of the aforesaid John sworn by him, the same having been tendered to him in court in this behalf, as appears in the Acts [of the court], in the sum of £3 for the aforesaid wrong done him and in lawful costs . . . (*in common form*)

RIVERO *c.* DE PACE.

In the name of God Amen . . . between Nicholas Rivero, who has caused to be arrested 34 woollen cloths and 4 pieces of Manchester cottons belonging to Gaspar de Tamaio and Andreas de Paredes in the hands of Louis de Pace, merchant of the city of London, plaintiff, of

Lodovicum de Pace pro sua defensione pretensa in hac parte intervenientem parte ex altera. . . . Idcirco nos Willielmus Cooke . . . (*all in common form*) . . . prenominatum Lodovicum de Pace realiter attachiandum et capiendum fore per scapulas et sub salva custodia detinendum donec et quousque tenorem et effectum decreti et monicionis pro introduccione et tradicione dictorum xxxiiij^{or} pannorum laneorum et iiij^{or} peciarum vocatarum Manchester cottons seu justi valoris eorum alias contra eum in hac parte concessi impetrati et executi perimpleverit necnon hujusmodi decreto et monitioni effectualiter paruerit pronunciamus decernimus et declaramus . . . (*condemnation of de Pace in costs in common form*)

COURTNEY c. PIKE.

A.D. 1554 File 23, No. 12. Sentence, non-delivery of beer; forfeiture for non-payment of custom; File 22, No. 59.

. . . Idcirco Nos Henricus Jones legum doctor . . . (*in common form*) . . . prenominatum Thomam Pyke porcionem bis duplicis potus lupulenti viz. a bruing of double double bere continentem septem tonella vocata tonnes aut circiter unacum medietate porcionis consimilis potus vocati half a bruing of like bere prefato Thome Courtney pro summa xxx^{li} monete Anglie tunc inter eos conventa vendidisse et alienasse Eundemque Thomam Courtney summam xvij^{li} monete Anglie in partem solucionis precii conventi pro potu predicto juxta confessionem ipsius Thome Pike in hac parte factam et in registro hujus curie remanentem solvisse et satisfecisse necnon dictum Thomam Pike cum prefato Thoma Courtney inter cetera pacta et conventa tempore emptionis et vendicionis potus predicti inter eos habita et facta onus et periculum traduccionis potus hujusmodi ab hoc portu Londonie ad oppidum de Armew in Zelandia assumpsisse atque ad quecunque alia onera expensasque in ea parte contingentia et fienda ac de conservando in ea parte dictum Thomam Courtney indempnem versus telonarios quoscunque ac alios nuper domini nostri Regis officiarios quoscunque pro vectigali potus predicti debito pepigisse convenisse ac promisisse pronunciamus decernimus et declaramus Necnon potum lupulentum predictum propter non solucionem vectigalis ejusdem per prefatum Thomam Pike juxta pacta et conventa predicta ad usum dicti nuper domini nostri Regis per ejus in ea parte officiarios forisfactum seisitum et attachiatum fuisse et esse memora-

the one part, and the same Louis de Pace, who intervenes for his pretended defence, of the other part . . . (*in common form*) . . . Therefore We, William Cooke, . . . pronounce decree and declare that the aforesaid Louis de Pace be personally attached and arrested, and that he be kept in safe custody until he fulfil the tenor and effect of the decree and monition, which has been granted, obtained, and executed against him in this behalf, for the bringing in and delivery up of the said 34 woollen cloths and 4 pieces [of goods] called Manchester cottons, or their true value, or until he pays their true value and also fully obeys such decree and monition . . . (*condemnation in costs in common form*)

COURTNEY c. PIKE.

. . . Therefore We, Henry Jones, doctor of laws, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Thomas Pike sold and disposed of to the aforesaid Thomas Courtney, for the sum of £30 of English money agreed upon between them, a brewing of double double beer, containing seven tuns or thereabouts, together with half a brewing of like beer; And that the same Thomas Courtney, according to the admission of him, Thomas Pike, made in this behalf and remaining in the registry of this court, paid and satisfied the sum of £17 of English money, in part payment of the price agreed upon for the aforesaid beer; And also that the said Thomas Pike, among the agreements and contracts entered into and made between them at the time of the purchase and sale of the aforesaid beer, contracted, agreed, and promised, to take upon himself the burden and risk of the carriage of such beer from this port of London to the town of Arnemuiden (?) in Zealand, and all other burdens and expenses whatsoever incident and to be incurred in that behalf, and [the burden of] preserving the said Thomas Courtney harmless as against all customers and other officers whomsoever of our late lord the king in respect of the custom payable for the aforesaid beer; And We also pronounce decree and declare that the aforesaid beer was and now is forfeited, seized, and arrested, for the use of our lord the late king by his officers appointed in that behalf, on account of the non-payment of the same custom by the aforesaid Thomas Pike according to the aforesaid contract and agreement, and that according to the aforesaid admission of the said Thomas Pike the said Thomas Courtney has

tumque Thomam Courtney summam viij^{li} monete Anglie circa redempcionem et recuperacionem potus predicti ut prefertur forisfacti juxta confessionem predictam memorati Thome Pike exposuisse et impendisse ac potum hujusmodi ad prefatum Thomam Pike ejusve et suorum possessionem denuo pervenisse Prenominatum igitur Thomam Pike ad solvendum et satisfaciendum summas respective predictas videlicet xvij^{li} et viij^{li} dicto Thome Courtney de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus ipsumque Thomam Pike in summis respective hujusmodi atque in expensis . . . (*condemnation in common form*)

THE 'ST. CATHERINE.'

A.D. 1554 File 23, No. 6. Application by Robert Pynto, proctor for Roderico Mendez and others, for the arrest of goods spoiled from the wreck of the 'St. Catherine' in South Wales, and for the arrest of the spoilers.

Quibus die [1] et loco comparuit personaliter Robertus Pynto . . . (*proctor for Roderico Mendez and other Spaniards, who, after exhibiting his proxy*) . . . allegavit Quod mense Octobris ultimo preterito aut circiter nonnulla bona res et mercimonia in scedula presentibus anexa et presertim in dicto mandato procuratorio suo specificata ad dictos dominos suos jure dominii seu quasi spectantia et pertinentia ac signis sive stigmatibus in dicta schedula depictis signata mercata in quadam navi vocata Sancta Chatherina de Muniqueda' in Hollandia cujus sub deo tunc erat magister Sein Deriques apud Arnemute in Zelandia Ac pro dictis dominis suis et eorum vice ac nomine illinc per altum mare in dicta navi transferenda Vlixbone in regno Portugalie onerata fuerunt Quodque dicta navis unacum dictis mercibus inter navigando apud locum marittimum vocatum Bridway [2] in partibus South Wallie haud procul ab illo famoso portu vocato Milford Havon submersa fuit hominibus tamen in ea existentibus salvo ad terram delatis Et quod nonnulla dictorum mercimoniorum pretextu hujusmodi submersionis ad manus et possessionem inhabitantium in partibus illis et aliorum subditorum domine nostre Regine devenerunt et adhuc in eorum manibus et possessione remanent Unde edita ex parte sua sufficiente caucione in hac curia juxta juris exigenciam petiit omnes et singulos penes quos hujusmodi bona sive mercimonia seu eorum aliqua reperiantur vel existunt [3] monendos fore decerni ad tradendum et restituendum sibi ejusve in hac parte substitutis sive

[1] April 22, 1554.
[2] The 'B' is doubtful. Qy. Broadway, or the Broad Sound, both near Milford Haven.
[3] Sic.

expended and paid the sum of £8 of English money in the redemption and recovering of the aforesaid beer so forfeited as aforesaid, and that such beer has at length come to [the possession of] the aforesaid Thomas Pike, or to the possession of his agents; We therefore also pronounce, decree, and declare, that the beforenamed Thomas Pike is of right bound, and should be compelled, to pay and satisfy to the said Thomas Courtney the aforesaid respective sums that is to say £17 and £8 . . . (*condemnation in £17, £8, and costs in common form*)

THE 'ST. CATHERINE.'

At which day and place appeared personally Robert Pynto who . . . alleged that in the month of October last past, or thereabouts, some goods, things, and merchandise, specified in the schedule annexed to these presents, and more particularly in his said procuratorial mandate, which goods belonging and appertaining to his said principals by right of ownership or quasi-ownership, and signed and marked with his signs or marks figured in the said schedule, were at Arnemuiden (?) in Zeland laden on board a certain ship called the 'St. Catherine' of Monnickendam (?) in Holland, of which Sein Deriques was then master under God, to be carried on the high sea to Lisbon, in the kingdom of Portugal, for his said principals, and on their behalf, and in their name; And that the said ship, while sailing with the said wares, at a maritime place called Bridway, in South Wales, not far from that well-known port called Milford Haven, was sunk, but the men in her came safely to land; And that some of the said merchandise by reason of such sinking [of the ship] came to the hands and possession of the inhabitants of those parts and of other subjects of our lady the Queen, and still remain in their hands and possession; Wherefore, having given sufficient security on his own behalf in this court, according to the requirement of law, he prayed that it might be decreed that all and singular those in whose hands such goods and merchandises, or any of them, should be found or should be, should under a stated penalty, to be named by the lord judge, be monished to actually and effectually deliver up and restore to him, or his deputies or deputy in this behalf, all and sin-

substituto ea omnia et singula sine aliqua dilacione frivola realiter et cum effectu sub certa pena per dominum judicantem limitanda atque recusantes arrestandos fore realiter per scapulas Itaque habeantur eorum corpora coram domino judicante xv^to^ die post etc. in loco solito etc. dicto Roberto Pynto in causa civili et marittima de justicia responsuros etc.

OFFICIUM DOMINI c. GOODS EX A HAMBURGH SHIP.

A.D. 1554

File 24, No. 88. First decree for the appraisement and sale of goods on board a Hamburgh ship captured by pirates. The owners of the goods intervened and alleged that the ship had been captured in the war between the Emperor and the French, and had subsequently been driven into Yarmouth by stress of weather. Sentences in favour of the several interveners were passed. File 24, Nos. 210, 204, 188, 185, 129, 125, 90, 88, 69, 64, 29 (a similar first decree); File 25, Nos. 84, 59, 58, 57, 55; Cf. *ibid.* No. 29; File 27, smallest bundle, No. 152.

In dei nomine Amen In quodam negocio quod coram vobis venerabili viro magistro Willielmo Cooke legum doctore curie principalis dominorum nostrorum Regis et Regine sue Admirallitatis Anglie officiali principali ac commissario speciali et generali judiceque et preside sufficienter et legitime constituto ex officio vestro contra septem vasa gualdi sive pastelli in navi quadam Hamburgensi necnon contra quinque vasa pastelli three ffattes madder two ffattes tallow three score and eight hundred weight knockell [?] fflaxe in quadam navi nuncupata The Sampson of Campon' cujus sub deo dudum erat magister quidam Thomas Wynolde ad portum de Jernemoutha Magna in comitatu Norffolcie adducta ac ibidem auctoritate dicte curie respective arrestata sive sequestrata et ex eadem navi exonerata subque arresto seu sequestro hujusmodi adhuc remanentia ac contra quemcunque pro eisdem intervenientem aliquamdiu vertebatur et adhuc vertitur et pendet impresenti Ego Johannes Lewis dicte curie procuratorum generalium unus in necessarium promotorem officii vestri hujusmodi specialiter in hac parte assignatus et assumptus onusque officii hujusmodi alias in me susceptum jam eciam ex habundanti debite assumendo ac vestrum hujusmodi officium necessario promovendo omnibus melioribus et efficacioribus modo via et juris forma quibus melius aut efficacius possum atque ad omnem

gular those goods without any frivolous delay; And that, upon their refusal to do so, they should be actually arrested and brought before the lord judge to make answer to Robert Pynto in a civil and maritime cause . . .

OFFICIUM DOMINI c. GOODS EX A HAMBURGH SHIP.

In the name of God Amen. In a certain business, that for some time past has been discussed and is at the present time still under discussion and pending before you, the venerable master William Cook, doctor of laws, sufficiently and lawfully appointed principal official and special and general commissary and judge and president of the principal court of our lord and lady, the king and queen, their Admiralty of England, by virtue of your office, against seven cases of dye or woad [1] on board a ship of Hamburgh, and also against five cases of woad, three fates of madder, two fates of tallow, three score and eight hundred weight of knockell [?] flax in a ship called the 'Sampson' of Campi, of which lately was master under God one Thomas Wynolde, [which goods were] brought to the port of Great Yarmouth, in the county of Norfolk, and were there respectively arrested or sequestrated by the authority of the said court, and unloaded from the said ship, and still remain under such arrest or sequestration, and against whosoever may appear on behalf of the same goods, I, John Lewis, one of the general proctors of the said court specially in this behalf assigned and chosen to be the necessary promoter of such your office, and even now duly and of excessive [caution] taking upon myself the burden of such office, heretofore by me undertaken, and acting as the necessary promoter of such your office, in every best and most effective manner, way, and form of law, in which I am able best and most effectively so to do, and

[1] *Gualdi sive pastelli.*

juris effectum exinde sequi valentem dico allego et in hiis scriptis in jure propono Quod fama publica referente dicta bona et mercimonia omnia et singula inter nonnulla alia per quosdam piratos [1] et malefactores super maria hujus incliti regni Anglie infra jurisdiccionem Admirallitatis ejusdem de facto capta et depredata fuerunt et ad dictum portum Magne Jernemuthe ducta ibidemque exonerata et contra juris ordinem disposita tam in dominorum et proprietariorum eorumdem bonorum et mercimoniorum quam aliorum mercatorum ad hoc regnum Anglie per maria traficantium prejudicium nonmodicum et jacturam necnon rei publice ac federis et amicicie principum perturbacionem et gravamen necnon et hujus incliti regni Anglie scandalum manifestum Unde dicta bona et mercimonia omnia et singula auctoritate hujus alme curie arrestata seu saltem sequestrata realiter fuerunt ac sub arresto sive sequestro hujusmodi adhuc remanent atque apud eadem omnes et singule persone jus titulum aut interesse aliquod in eisdem bonis et mercimoniis habentes vel habere pretendentes in genere pari auctoritate tempore arresti sive sequestri hujusmodi ad comparendum coram vobis certis die et loco competentibus jus titulum et interesse sua in predictis bonis et mercimoniis propositure causamque racionabilem et legitimam (si quam pro se habeant vel dicere sciant quare bona et mercimonia hujusmodi ad usum dominorum et proprietariorum eorumdem si infra tempus debitum deque jure et consuetudine dicte curie limitatum pro eisdem intervenire curaverint) vel aliorum quorum interest applicari non debeant in debita juris forma dicture et allegature ulteriusque facture et recepture quod justum fuerit in hac parte legitime et peremptorie citate fuerunt Que quidem persone omnes et singule (sic uti premittitur citate) sepiusque et publice ac diversis diebus juridicis in loco judiciali curie predicte iteratis vicibus palam preconizate diuque et sufficienter expectate ac nullo modo die et loco predictis coram vobis domino judice antedicto comparentes neque comparere curantes quatuor defalctas in eadem parte contumaciter incurrendo et incurrebant sicque earum quilibet [1] de facto incurrebat et incurrit Que omnia et singula fuerunt et sunt vera publica notoria manifesta pariter et famosa atque de et super eisdem laborarunt et impresenti laborant publica vox et fama Unde facta fide de jure in hac parte requisita ego promotor

[1] Sic.

for every consequence of law that can follow thereon, say, allege, and in this writing in law propound: That whereas by public report all and singular the said goods and merchandise, together with other goods and merchandise, were in fact captured and spoiled by certain pirates and malefactors upon the high seas of this famous realm of England, within the jurisdiction of the Admiralty thereof, and were brought to the said port of Great Yarmouth, and there unladen and disposed of, contrary to the order of law, to the no small prejudice and loss of, as well the owners and proprietors of the same goods and merchandise, as of other merchants trading by sea to this realm of England, and also to the disturbance and hurt of the commonwealth and of treaties and alliance [with foreign] princes, and to the manifest scandal of this famous realm of England; Wherefore all and singular the said goods and merchandises have been really arrested, or at least sequestrated, by the authority of this good court, and still remain under such arrest or sequestration, and, in general, all and singular the persons having, or pretending to have, any right, title, or interest, in the same goods and merchandises have, by the like authority, been lawfully and peremptorily cited at the same goods and merchandises, at the time of such arrest or sequestration, to appear before you at a certain day and place competent [in that behalf], to propound their right, title, and interest, in the aforesaid goods and merchandise, and in due form of law to show and allege reasonable and lawful cause, if they have or can show any such, why such goods and merchandise should not be applied to the use of the owners and proprietors of the same, if they should care to intervene for the same within the time that is right and is by law and custom of the said court limited [in that behalf], or [for the use of] other persons interested therein, and to do and receive such further things as shall be right; And all and singular such persons, having been so as aforesaid cited, and having been oftentimes and publicly and upon divers court days openly and repeatedly summoned in the place of judgment of the said court, and for long and sufficient time waited for and in no way appearing or caring to appear before you, the judge aforesaid, upon the day and place aforesaid, thus contumaciously incurring (and they have incurred, and each of them has incurred and incurs) four defaults in this matter; All which things were and are true, public, notorious, [and] alike manifest and well known, and the public voice and report has been, and at present is, loud concerning the same; Wherefore, having made oath as by law in this behalf required, I the aforesaid necessary promoter [of your

necessarius antedictus ac eo nomine et non aliter peto bona et mercimonia predicta omnia et singula vestra auctoritate (domine judex antedicte) apprecianda et licitanda sicque appreciata et licitata publice vendicioni plus offerenti exponenda et subhastanda ac de facto vendenda ac precium et valorem eorumdem debite levandum colligendum et recipiendum atque in hac curia realiter exhibendum ac ad usum predictum causa rei servande applicandum fore per vos dominum judicem antedictum pronunciari decerni et declarari ulteriusque fieri statui et decerni in premissis et ea concernentibus quibuscunque quod juris fuerit et racionis Que propono et fieri peto conjunctim et divisim vestrum officium domine judex antedicte humiliter implorando

LE BUCK c. VAN VOISDONCK.

A.D. 1554 File 24, No. 53. Sentence against an executrix or administratrix for repayment of prepaid freight; see also *ib.* No. 265; File 23, No. 49.

Idcirco nos Willielmus Cooke . . . (*in common form*) . . . prenominatum Johannem Van Voisdonck ut prefertur defunctum tempore libellato dominum et proprietarium sive exercitorem ac magistrum cujusdam navis vocate the Dove apparatusque et ornamentorum ejusdem fuisse ac cum predicto Simone le Buck pro quodam viagio cum navi hujusmodi modo et forma libellatis fiendo pactum et convencionem iniisse pepigisse et convenisse Eundemque Simonem summam quadraginta librarum in partem solucionis nauli pro viagio predicto memorato Johanni premanibus eciam ante inceptum viagium hujusmodi solvisse et satisfecisse Ipsumque Johannem Van Voisdonck post recepcionem dicte summe xl^{li} et ante inceptum viagium antedictum ex febre obiise ac viagium predictum juxta pacta et convenciones inter eum et prefatum Simonem ut prefertur inita habita et facta minime fecisse perimplevisse aut observasse Prefatamque Katherinam citra mortem dicti defuncti in bonis juribus et creditis ejusdem defuncti tanquam ejus executricem sive bonorum administratricem realiter et de facto administrasse ac pro administratrice se gessisse pronunciamus decernimus et declaramus Eandem igitur Katherinam obtentu premissorum ad retradendum et resolvendum dictam summam xl^{li} memorato Johanni Van Voisdonck ex causa ut prefertur data (causa non sequta) dicto Simoni de jure teneri et compellendum fore ac eandam summam sic restituendam esse eciam pronunciamus decernimus et declaramus Necnon ipsam Katherinam . . . (*condemnation in common form*)

office], and in that capacity and not otherwise, pray that it may be pronounced, decreed, and declared by you, my lord judge aforesaid, that all and singular the aforesaid goods and merchandise may by your authority be appraised and put up for sale, and that, being so appraised and put up for sale, they may be exposed and put up by auction to public sale to the person who shall bid the highest price [for the same], and that they be in fact sold, and that the proceeds and value of the same be duly levied, and collected, and received, and actually exhibited in this court, and applied to the aforesaid use, for the sake of safe custody, and that such further things be done, determined, and decreed, in the premises, and in all matters whatsoever concerning the same, as shall be right and reasonable; And these things I propound and pray to be done, jointly and severally, humbly my lord judge aforesaid praying [the benefit of] your office

LE BUCK c. VAN VOISDONCK.

Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed John Van Voisdonck, deceased as aforesaid, at the time libellate was owner and proprietor, or charterer and master, of a certain ship called the 'Dove' and of her apparel and furniture, and that he in the manner and form libellate entered into a contract and agreement, promised, and contracted, with the aforesaid Simon le Buck for a voyage with such ship; And that the same Simon, before the commencement of such voyage, paid and satisfied in hand to the said John the sum of £40, in part payment of the freight for the aforesaid voyage; And that he, John Van Voisdonck, after the receipt of the said sum of £40, and before the aforesaid voyage was begun, died of a fever, and failed to make perform or observe the aforesaid voyage according to the contract and agreement entered into, had, and made, between him and the aforesaid Simon as aforesaid; And that the aforesaid Katherine, after the death of the said deceased [John], actually and in fact administered to the goods wares and debts due to the same deceased, as his executrix or administratrix, and acted as such administratrix; Therefore We pronounce, decree, and declare, that the same Katherine, by reason of the premises, is of right bound and should be compelled to redeliver and repay the said sum of £40 to the said John Van Voisdonck, for the reason above given (as paid upon a consideration that has failed), and that the same sum be restored and also . . . (*condemnation of Katherine in common form*).

POYNTELL c. DE BILLOTA.

A.D. 1555 File 25, No. 121. Sentence condemning Billota in damages for selling to the plaintiff a ship, to which he had no title, and a cargo of fruit, which was rotten ; File 24, No. 249, libel ; *ib.* No. 167, sentence in Poyntell c. De Vilota (*sic*), De la Sero intervening, adjudging the ship to Sero, her owner. Billota subsequently sued Poyntell in the Common Pleas for double damages and, qui tam &c., for the penalty under 2 Henry IV. c. 11, alleging that the contract for sale was made at Melcombe, in the county of Dorset, and that Poyntell had wrongfully sued him in Admiralty ; see Common Roll, Hil. 4 and 5 Ph. and M. rot. 831. Poyntell demurred, apparently upon the ground that damages and the penalty could not be recovered in the same action · judgment was reserved, and never delivered. The case is reported Dyer, 159, b ; Benloe, pl. 111.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . prenominatum Domingonem de Billota Hispanum alienasse et vendidisse prenominatis Willielmo Poyntell et Lanceloto Renolds navem quandam Anglice vocatam a Barke ad se jure dominii seu quasi spectantem unacum sua scapha et omnibus armamentis[1] pro summa triginta quinque librarum legalis monete Anglie et preterea ducenta octoginta octo milia malorum aureorum Anglice of oringers and lemmanse solventibus pro singulis milibus octo solidos et octo denarios ejusdem monete Et postmodum dictam navem cum scapha et omnibus suis ornamentis evictam et recuperatam fuisse per quendam hominem nominatum Willielmum Mountez de Insula Garnesey coram magistratibus de Waymouth Et predictos Willielmum Poyntell et Lancelotum Reynolds damnum et jacturam sustinuisse in vendicione seu alienacione malorum aureorum le oringes et lemmanse eo quod centum et viginti milia eorum erant corrupta putrefacta et talia que nullo modo vendi et alienari possent atque prefatum Domingonem juxta contractus et convencionis sue legem dictam summam triginta quinque librarum solutam sibi pro prefata navi scapha et suis ornamentis rursus eisdem Willielmo et Lanceloto reddere et restituere necnon damnum illis resarcire quod senciebant in alienacione dictorum centum et viginti milium le orringes et lemmans et quoad tot milia precii restitucionem facere hoc est reddere summam quinquaginta et duarum librarum legalis et usitate monete Anglie debere pronunciamus decernimus et declaramus Ipsumque Domingonem de Billota in predictis summis et expensis . . . (*condemnation in common form*)

[1] Sic.

POYNTELL c. DE BILLOTA.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the abovenamed Domingo de Billota, a Spaniard, alienated and sold to the abovenamed William Poyntell and Launcelot Renolds a certain ship, called a barque, belonging to him by right of ownership or quasi-ownership, together with her boat and all her tackle, for the sum of thirty-five pounds of lawful English money, and also two hundred and eighty-eight thousand golden apples, in English [called] oranges and lemons, they paying for each thousand eight shillings and eight pence of the said money; And that, afterwards, the said ship, with all her tackle, was successfully sued for and recovered by a man named William Mountez, of the Island of Guernsey, before the magistrates of Weymouth; And that the aforesaid William Poyntell and Launcelot Renolds sustained damage and loss in the sale or alienation of the golden apples (oranges and lemons), by reason that one hundred and twenty thousand of them were rotten and bad, so that they could not be sold at all; And that the aforesaid Domingo, according to the terms of his contract and agreement, [ought] to restore and make good the said sum of thirty-five pounds paid to him for the aforesaid ship, boat, and their tackle, and that he ought also to make good to them the loss they sustained in the sale of the said one hundred and twenty thousand oranges and lemons, and to make restitution of the price of so many thousands, that is [to say that he ought] to pay back the sum of fifty-two pounds of lawful and customary English money; And We condemn him, Domingo de Billota, in the aforesaid sums, and in costs . . . (*in common form*).

BROWNE c. DE PASE.

A.D. 1555 File 25, No. 115. Sentence against freight in the hands of De Pase. Foot, master of the 'Pelican,' had bound the ship and freight for money owing by him to Browne. The defence was, that part of the wines had been taken in Spain for the king's use, freight thereon being paid to Foot, and that the rest were never delivered to De Pase; File 24, Nos. 64, 20; appealed, File 27, smallest bundle, No. 39.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . dictam summam lxxv^{li} legalis monete Anglie libellate adhuc in manibus Lodovici De Pase juxta ipsius Lodovici confessionem coram nobis judicialiter factam pro naulo sive affrectamento navis vocate the Pellican of Breme in portu de Cadix mense et anno libellatis onerate remansisse et remanere prefatumque Thomam Futt magistrum sive exercitorem dicte navis tam seipsum heredes et executores suos quam dictam navem ejusque apparatus et naulum pro solucione summe libellate prefato Henrico Browne debite obligasse et astrinxisse prefatumque Thomam Futt eandem summam ex quodam contractu civili et marittimo prefato Henrico Browne debuisse et debere pronunciamus decernimus et declaramus Ipsum igitur Lodovicum de Pase ad solvendum dictam summam . . . (*condemnation in common form*)

GLISBURGH c. DE LA TORRE.

A.D. 1555 File 25, No. 101. Joint capture; French ship taken by Flemish and Spanish captors; allegation of rights of joint captors.

9. Item quod tam de jure communi civili et marittimo quam de antiqua laudabili legitimeque prescripta consuetudine a tempore immemorato hucusque inviolabiliter et inconcusse usitata et observata ac in contradictorio judicio obtenta inter principes eorumque subditos bellum sive guerram inter se habentes introductum et certum est quod quandocunque plures naves unius principis subditi prosequuntur aliam navem alterius principis subditorum si contingat dictam navem pretextu belli sive guerre hujusmodi sic in fugam actam apprehendi prius per unam illarum navium prosequentium navis hujusmodi sic apprehensa ac omnia bona in ea inventa et existentia de jure et consuetudine predicta debent dividi equaliter inter naves predictas sic ut premittitur eandem prosequentes non obstante quod una earundem prius eandem navem apprehendebat.

BROWNE c. DE PASE.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the said sum of £75 of lawful English money libellate, according to his admission judicially made before Us, has remained, and still remains, in the hands of Louis de Pase, for the freight or affreightment of the ship called the 'Pelican' of Bremen, in the month and year libellate loaded in the port of Cadiz; And that the aforesaid Thomas Futt, the master or charterer of the said ship, bound and made liable, as well himself, his heirs, and executors, as the said ship, and her apparel and freight, for the payment to the aforesaid Henry Browne of the sum libellate; And that the aforesaid Thomas Futt owed, and owes, the same sum to the aforesaid Henry Browne upon a civil and maritime contract; Therefore We condemn him Louis de Pase to pay the said sum . . . (*and costs in common form*)

GLISBURGH c. DE LA TORRE.

9. Also that, as well by the common civil and maritime law, as by ancient laudable and lawfully prescript custom used and observed inviolably and stedfastly from time immemorial to the present time and upheld in judgment delivered in a contested cause, when several ships of a subject of one prince pursue another ship of the subjects of another prince, if it happens that the said ship put to flight by reason of such war or hostility [as aforesaid] is first captured by one of those ships pursuing her, such ship so captured and all the goods found and being in her ought by the law and custom aforesaid to be divided equally between the aforesaid ships so pursuing her as aforesaid, notwithstanding that one of them was the first to capture the same ship

THE 'PENSEY.'

A.D. 1555 File 25, No. 33. Application for a perishable monition.

Thomas Sartinus mercator Rothomagensis contra navem vocatam the Pensey de Depa apparatusque et ornamenta ejusdem.

Smythe.

Smythe omnibus melioribus et efficacioribus via modo et juris forma necnon ad omnem juris effectum exinde sequi valentem allegavit navem apparatusque et ornamenta ejusdem predicta fuisse auctoritate hujus curie in portu de Plymouthe in comitatu Devonie primo die mensis Julii ultimo elapsi arrestata atque continue citra sub arresto hujusmodi viz. per tres menses et ultra remansisse et in presenti sic remanere atque aliquamdiu eciam ante hujusmodi arrestum ibidem in flumine stetisse Cujus obtentu dicta navis ejusque apparatus et ornamenta hujusmodi multa passa sunt dampna et corrupcionem ac indies patiuntur et multo minoris precii ac valoris in presenti sunt quam tempore arresti predicti fuerunt Quare ne in gravius dampnum corrupcionem et detrimentum atque devastacionem dicta navis ejusque apparatus et ornamenta hujusmodi devenient si diucius usque ad lapsum quatuor defalctarum et execucionem per primum decretum sub arresto predicto remanere permitterentur pro securitate et preservacione eorundem quatenus nunc fieri potest petiit navem et cetera premissa auctoritate hujus curie appreciari decerni et datis per partem dicti domini sui fidejussoribus in ea parte idoneis possessionem ejusdem navis et ceterorum premissorum eidem domino suo seu ejus in hac parte factori et agenti concedi premissa proponens conjunctim et divisim dictam allegacionem admitti ac justiciam sibi et parti sue in hac parte ministrari

SMYTHE c. ROCHESTER.

A.D. 1555 File 25, No. 31. Sentence adjudging to the defendant goods lately in the possession of her husband, who had become bankrupt. The defendant's allegation (*ibid.* No. 91) was, that the goods were hers before her marriage, and that upon her husband's bankruptcy they reverted to her; she also alleged that they were bought by her, and others, after the bankruptcy.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et interesse dicte Ursule Rochester alias Master in bonis rebus et mercibus et in duabus cistis in sedula huic sentencie

THE 'PENSEY.'

Thomas Sartinus, merchant of Rouen, against the ship called the 'Pensey' of Dieppe, and her apparel and furniture.

Smythe, in every best and most effectual way and form of law, and for all the consequence in law that may follow thereupon, alleged that the ship aforesaid, and her apparel and furniture, were on the first day of the month of July last past arrested by authority of this court in the port of Plymouth in the county of Devon, and remained continuously under such arrest for three months and more, and at present so remain [under arrest], and for some time also before such arrest lay at the same place in the stream; By reason whereof the said ship, and such her apparel and furniture, suffered much injury and decay, and [now] daily suffers [the same], and they are now of much less value and worth than they were at the time of their arrest aforesaid; Wherefore lest the said ship, and such her apparel and furniture, sustain worse injury, decay, harm, and detriment, if they be allowed any longer to remain under the aforesaid arrest until the expiration of four defaults and execution by first decree, for the safety and preservation, so far as is now possible, of the same, [and in order] that such [loss and decay] should not be incurred, he prayed that the ship and the rest of the premises should by the authority of this court be decreed to be appraised, and that, suitable sureties in that behalf being given by the party of her said owner, the possession of the same ship, and of the rest of the premises, be given to the same her owner, or to his factor or agent in this behalf; Propounding the premises, jointly and severally, [and praying] that his said allegation be admitted, and that justice be done to him and his party in this behalf

SMYTHE c. ROCHESTER.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare for the right, title, and interest, of the said Ursula Rochester, otherwise Master, in the goods, things, and wares, and

annexa et in dicta materia eciam mencionatis eandemque Ursulam bonorum rerum et mercium ac cistarum hujusmodi veram et legitimam dominam et proprietariam seu quasi fuisse et esse eademque ad eam jure dominii seu quasi pertinuisse ac pertinere debuisse et debere pronunciamus decernimus et declaramus . . . (*condemnation of Smythe in costs in common form*)

HAWKYNS c. BRADDY.

A.D. 1555 File 25, No. 14. Sentence for conversion of guns and ship's gear stored ashore; libel, *ibid.* No. 124.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . prenominatum Willielmum Hawkyns verum et legitimum dominum et proprietarium bombardorum et apparatuum libellatorum fuisse et esse dicta[1] bombarda et apparatus ad eundem Willielmum jure dominii seu quasi pertinuisse et spectasse et pertinere et spectare debuisse et debere pronunciamus decernimus et declaramus[2] prenominatum Johannem Braddy dicta bombarda et apparatus mense et anno libellatis a prefato Willielmo Hawkyns seu ab ejus deputatis causa custodiendi recepisse et habuisse ac eas pro suo libito contra convenciones inter ipsos Willielmum Hawkyns et Johannem Braddy in ea parte habitas et factas disposuisse eciam pronunciamus decernimus et declaramus Ipsumque Johannem Braddy in dictis bombardis et apparatibus predictis vel in eorum vero valore quem juxta ipsius Johannis Braddy confessionem coram nobis judicialiter factam ad summam sex librarum et duorum solidorum legalis monete Anglie estimamus et moderamus atque in expensis . . . condempnamus . . . (*in common form*)

VAGHAN c. MASON.

A.D. 1556 File 26, No. 101. Sentence condemning the defendant in damages for breach of a charter-party, and for dead freight, in respect of goods not put on board. The libel is File 25, No. 22; see also *ibid.* No. 40.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) prenominatum Georgium Mason juxta pactum et convencionem inter ipsum et dictos Galfridum Vaghan et Georgium Thornton in hac parte inita et facta contracta de quibus sua judiciali confessione luculenter apparet quinque dolia olei seu aliarum mercium apud portum de Sancte Lucars in Andolazea in nave dictorum Galfridi et

[1] 'que' has fallen out. [2] 'necnon' has fallen out.

in the two chests, mentioned in the schedule annexed to this sentence and [mentioned] also in the said pleading; And that the same Ursula was and is the true and lawful owner and proprietor, or quasi-owner, of such goods, things, and wares, and chests; And that the same ought to have appertained, and to appertain, to her by right of ownership . . . (*condemnation of Smythe in costs in common form*)

HAWKYNS c. BRADDY.

. . . Therefore We, William Cooke, . . . (*in common form*) pronounce, decree, and declare, that the beforenamed William Hawkyns was and is the true and lawful owner and proprietor of the guns and apparel libellate, and that the said guns and apparel ought to have appertained and belonged, and to appertain and belong, to the same William, by right of ownership or quasi-ownership; And that the beforenamed John Braddy in the month and year libellate received and had the said guns and apparel from the aforesaid William Hawkyns, or from his agents, for safe custody; And also that he, in breach of the agreement entered into between them, William Hawkyns and John Braddy, in that behalf, disposed of the same at his will; And We condemn him, John Braddy, in the guns and apparel aforesaid, or in their real value, which, by the admission of him, John Braddy, made before Us in court, We estimate and assess at the sum of six pounds and two shillings of lawful English money . . . (*in common form*)

VAGHAN c. MASON.

. . . Therefore We, William Cooke, . . . (*in common form*) pronounce, decree, and declare, that the aforesaid George Mason, according to the contract and agreement entered into and made in that behalf between him and the said Godfrey Vaghan and George Thornton, [the terms of] which clearly appear by his admission in court, failed to load five casks of oil, or other merchandise, at the port of San Lucas, in Andalusia, in the ship of the said Godfrey and George, and that he

Georgii minime onerasse sed in oneracione eorundem omnino defecisse necnon predictum Petrum Salisbury juxta pactum et convencionem inter ipsum et prefatos Galfridum Vaghan et Georgium Thornton in hac parte inita et contracta de quibus eciam sua judiciali confessione luculenter apparet quatuor dolia olei seu aliarum rerum et mercium apud portum predictum nave eorundem Galfridi Vaghan et Georgii Thornton minime onerasse sed in oneracione eorundem quatuor doliorum omnino defecisse pronunciamus decernimus et declaramus ipsosque Georgium Mason et Petrum Salisbury ad naulum mortuum ut vocant dictorum doliorum quod ad summam xij^{li} x^{s} pro parte dicti Georgii Mason et ad summam x^{li} pro parte dicti Petri Salisbury juxta confessiones eorundem Georgii et Petri coram nobis judicialiter factas condemnamus atque ad debitam solucionem eorundem compellendum fore debere pronunciamus decernimus et declaramus . . . (*in common form*)

THURSTONE c. MORE.

A.D. 1557 File 26, No. 91. Sentence for demurrage of a lighter through not taking delivery of hay on board her; and for damage to the lighter by the heating of the hay.

. . . Idcirco Nos Valentinus Dale legum doctor surrogatus . . . (*in common form*) . . . prenominatum Simonem More pro vectura quadraginta onerum feni a ripa nuncupata the water syde of Hame marshes per rivum Thamisie ad ripam sive portum vocatum Haye Wharf or the Three Cranes in the Vynetree civitatis Londoniensis in quadam navicula ad prenominatum Ambrosium spectante ac pertinente ac ibidem exonerandorum cum eodem Ambrosio pepigisse et convenisse ac pactum fecisse Necnon pro vectura cujuslibet oneris dictorum quadraginta onerum sexdecim denarios eidem Ambrosio solvendos eciam promisisse pronunciamus decernimus et declaramus Eundemque Ambrosium Thurstone juxta pactum convencionem et contractum predictum fenum predictum in navicula sua predicta recepisse ac ad locum exoneracionis destinatum asportasse ac tempore sive temporibus exoneracionis ejusdem feni eundem Simonem More seu saltem ejus ministros sive deputatos quadraginta onera feni predicti ex dicta navicula [minime][1] recepisse aut saltem per eum eosve stetisse quominus reciperet Atque dictum Ambrosium Thurstone summam novem solidorum et sex denariorum currentis monete Anglie in et circa exoneracionem dicti feni exposuisse[2] Ac dictum Ambrosium

[1] This word appears to have been omitted.

[2] These words are here struck out: 'Necnon naviculam predictam remansisse apud ripam predictam vocatam Haye Wharffe per spacium trium dierum culpa et negligencia dicti Simonis More.'

altogether neglected to load the same; And also that the aforesaid Peter Salisbury, according to the contract and agreement entered into and made in that behalf between him and the aforesaid Godfrey Vaghan and George Thornton, [the terms of] which clearly appear from his admission [made] in court, failed to load four casks of oil or other merchandise at the aforesaid port in the ship of the aforesaid Godfrey Vaghan and George Thornton, and that he altogether neglected to load the same four casks; And We condemn them, George Mason and Peter Salisbury, to pay dead freight, (as it is called), for the said casks, which [freight We assess] at the sum of £12 10*s*., on behalf of the said George Mason, and at the sum of £10 on behalf of the said Peter Salisbury, according to the admissions of the said George and Peter [made] in court before Us . . . (*condemnation in the sums above mentioned and in costs in common form*)

THURSTONE c. MORE.

. . . Therefore We, Valentine Dale, doctor of laws, surrogate, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Simon More promised, agreed, and contracted, with the same Ambrose for the carriage on the river Thames in a boat belonging and appertaining to the aforesaid Ambrose of forty loads of hay from the wharf called the Waterside of Ham Marshes to the wharf or harbour called Haye Wharf, or the Three Cranes, in the Vinetree of the City of London, to be there discharged; And that he also promised to pay to the said Ambrose for the carriage of each load of the said forty loads sixteen pence; And that the same Ambrose, according to the aforesaid agreement and contract, received the aforesaid hay in his boat aforesaid, and carried it to the place of discharge; And that, at the time or times of the discharging the same hay, the same Simon More, or his servants or agents, [failed] to receive the forty loads of the aforesaid hay out of the said boat, or at any rate through his or their fault did not receive the same; And that the said Ambrose Thurstone expended the sum of nine shillings and six pence of current English money in and about the discharging of the said hay; And We pronounce, decree, and declare, that the said Ambrose Thurstone is well known to have

Thurstone dampnum notorie passum fuisse ad summam decem solidorum currentis et legalis monete Anglie predicte Ac eciam eandem naviculam racione madefacti feni incaluisse ac rimulas fecisse atque detrimentum eo pretextu ad summam viginti solidorum ejusdem monete recepisse pronunciamus decernimus et declaramus Ipsum igitur Simonem More in summa quinquaginta trium solidorum et quatuor denariorum monete predicte pro vectura feni predicti juxta pactum convencionem et contractum predicta ac in summa novem solidorum et sex denariorum pro sumptibus ex parte dicti Ambrosii circa exoneracionem dicti feni ut prefertur factis ac in summa decem solidorum predicta pro dampno ut prefertur racione lucri cessantis eidem Ambrosio culpa dicti Simonis More illati ac eciam in summa viginti solidorum predicta pro deterioracione navicule predicte racione feni in eadem tunc existentis ac in expensis condempnamus . . . (*in common form*)

OFFICIUM DOMINI c. THE 'EUGENIUS.'

A.D. 1556 File 26, No. 36. Sentence restoring to her owner a ship re-taken from pirates by a Queen's ship; libel, File 27, smallest bundle, No. 3.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et interesse prefati Johannis Chaloner in dicta nave vocata the Eugenius et apparatibus ornamentis et municionibus ejusdem libellatis pronunciamus decernimus et declaramus Ipsumque Johannem Chaloner dicte navis ornamentorum apparatuum et municionum predictarum verum et legitimum dominum et proprietarium fuisse et esse ipsasque ad eum jure dominii seu quasi pertinuisse spectasse ac spectare et pertinere debuisse et debere eciam pronunciamus decernimus et declaramus Necnon eandem navem appellatam the Eugenius in portu de Youghall residentem unacum omnibus ornamentis municionibus et apparatibus libellatis et in scedula predicte summarie peticioni in hac causa date annexa specificatis et nonnullis aliis bonis ad dictum Johannem Chaloner spectantibus annis et mensibus libellatis seu eorum aliquibus uno sive aliquo a dicto Johanne Chaloner aut suis marinariis per quendam Richardum Coole piratam et ejus complices violenti manu captam et apprehensam ac postmodum aliquamdiu per prefatum Richardum Coolle et ejus complices circa nonnulla facinora et piraticas occupatam fuisse et esse pronunciamus decernimus et declaramus Eandemque navem appellatam the Eugenius unacum omnibus et singulis apparatibus ornamentis machinis et municionibus in dicta scedula mencio-

suffered loss to the amount of ten shillings of current and lawful English money aforesaid; And also that the same boat, by reason of the wet hay in her, got heated and leaky, and sustained damage thereby to the amount of twenty shillings of the same money; And therefore We condemn him, Simon More, in the sum of fifty-three shillings and four pence of the aforesaid money, for the carriage of the aforesaid hay, according to the compact, agreement, and contract aforesaid, and in the sum of nine shillings and sixpence, for the expense incurred on the part of the said Ambrose touching the discharging of the said hay as aforesaid, and in the sum of ten shillings aforesaid, for damages by reason of loss of profit to the same Ambrose caused by the fault of the said Simon More, and also in the aforesaid sum of twenty shillings, for damage to the aforesaid boat by reason of the hay then remaining in her, and in costs . . . (*in common form*)

OFFICIUM DOMINI c. THE 'EUGENIUS.'

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, in favour of the right, title, and interest, of the aforesaid John Chaloner in the said ship called the 'Eugenius,' and her apparel, furniture, and armament, libellate; And We also pronounce, decree, and declare, that he, John Chaloner, was and is the true and lawful owner and proprietor of the tackling, apparel, and armament, of the said ship, and that they appertained and belonged, and ought to appertain and belong, to him by right of ownership or quasi-ownership; And further that the same ship called the 'Eugenius,' riding in the harbour of Youghal, together with all the furniture and armament and apparel libellate and specified in the aforesaid schedule annexed to the summary petition given in this cause, and some other goods belonging to the said John Chaloner, in the years and months libellate, or in some or one or some one of them, was forcibly captured and taken from the said John Chaloner, or from his mariners, by one Richard Coole and his accomplices, and afterwards was, for some time, and now is used by the aforesaid Richard Coolle and his accomplices in certain piracies and criminal doings; And that the same ship called the 'Eugenius,' together with all and singular the apparel, furniture, gear, and armament, mentioned in the said schedule, in the years and

natis annis et mensibus predictis seu eorum aliquibus sive uno per quendam Willielmum Tirrell armigerum prefectum cujusdam classis supremorum dominorum nostrorum Regis et Regine ad nonnullos piratas persequendos et capiendos instructam a prefato Richardo Colle et nonnullis aliis predonibus et piratis eandem possidentibus in portu de Beer haven apprehensam et recuperatam Atque postea per eundem Willielmum Tirrell ad portum de Portismowth adductam fuisse et esse pronunciamus decernimus et declaramus Ac proinde hujusmodi navem unacum omnibus et singulis ornamentis apparatibus municionibus et machinis in dicta scedula specificatis predicto Johanni Chaloner domino et proprietario earundem restituendam et retradendam Eundemque Johannem Chaloner in possessione earundem mittendum fore de jure debere pronunciamus decernimus et declaramus Atque per presentes sic mittimus et restituimus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

HAYES c. SMYTH.

A.D. 1557 File 27, Hil. No. 93. Letter of safe conduct for the mariners for the repayment of whose ransom Hayes sues in Hayes c. Smyth; Libels *ibid.* Nos. 84, 94.

Michel Rogere lieutenant de par le Roy en lamyrauete de France a Fescamp Estretât et en partyes denvyron pour hault et puissant Seigneur Monseigneur lamyral de France Salut Scavoir faisons que nous avons donne congye et saoufconduict a Herman Hais Angloys de la ville de Londres en Angleterre mag^{r} de certain navire nomme le Thomas Magdalleine prins en guerre par mer par troys navires de guerre de ce lieu desquelz estoient cappitaines Johan Remon le jeune Pierre Lenfant et Guilleaume Barre de soy en aller en son pays soict par mer ou par terre par ce quil a paye les dez [1] de sa rancien et saoufconduict pour quattorze hommes pour lesquels le dit Hes Angloys tenoict pleige en ce dit [?] lieu de Fescamp Sy pryons et requerons tous justiciers officiers cappitaines et chefz de guerre ne luy donner aucun empeschement en faisant son retour soict par mer ou par terre de Fescamp ce premier jour de Mars mille cinq cens cinquante septieme

Rogere De Marcille

[1] Sic; qy. 'deuz.'

months aforesaid, or in some or one of them, was in the harbour of Berehaven arrested and recaptured by one William Tirrell, esquire, captain of a certain fleet of our supreme lord and lady, the king and queen, equipped for pursuing and capturing certain pirates from the aforesaid Richard Coolle and certain other robbers and pirates who had possession of the same, and was afterwards brought by the same William Tirrell to the harbour of Portsmouth; And, consequently, that such ship, together with all and singular the apparel, armament, and gear, specified in the said schedule, should be restored and delivered up to the aforesaid John Chaloner, the owner and proprietor of the same; And We pronounce, decree, and declare, that the same John Chaloner ought of right to be put into possession of the same; And by these presents We do so put him in possession of, and restore, the same by this Our diffinitive sentence, or this Our final decree, which We make and promulgate in this writing

HAYES c. SMYTH.

Contemporary translation:

Michael Rogere the kings lieutenant in the Admyralyte of Fraunce at Fescamp Estretat and the parties theire abouts for the hye and myghty lord my lord Admyrall of Fraunce sendythe greatinge We do yowe to witt We have gyven leave and safecondytt to Herman Hays Ynglyshe of the cyttie of London in Ynglonde maister of a certayne shippe named the Thomas Mawdelyn taken in warr by sea by thre shippes of war of this place of the whiche wer capytaynes John Remon the yonger Peter Lenfant and Williame Barre for hym to go in to hys country be yt by sea or by land because he haithe paide the dewties for hys raunsome and safecondytt for xiiij men for the whiche the saide Hays Ynglyshe was kept pledge in this saide place of Fescamp So we pray and require all justices officers capitaynes and heades of warr not to gyve hym any lett in makinge hys retorne be yt by sea or by land frome Fescamp the fyrst day of Marche anno m. v^{c} lvij

De Marcille

DYBDALE c. HOLMES.

A.D. 1556 File 27 (smallest bundle). No. 119. Sentence; damage to cargo: green horns stowed on the top of beer, whereby the beer turned sour. Libel, File 25, No. 129.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) dictum Willielmum Holmes magistrum et proprietarium navicule libellate nuncupate the Mynion cum prefatis Johanne Dypdale et Johanni Hopkin pro vectura et transportacione octoginta et sex barrellorum cerevisie vocate beere ad eosdem Johannem et Johannem jure dominii seu quasi spectantium et pertinentium in eadem navicula a portu Londoniensi per altum mare ad portum de Armewe seu Antuerpie in partibus ultramarinis pro certo precio sive naulo inter eos convento mensibus et annis libellatis pepigisse convenisse et contraxisse ac post et citra pactum convencionem et contractum hujusmodi dictos octoginta sex barellos cerevisie in dicta navicula per dictos Johannem Dybdale et Johannem Hopkin oneratos et impositos ac per dictum Willielmum Holmes et suos in eandem navem ad effectum predictum receptos fuisse dictamque cerevisiam culpa incuria et facto antedicti Willielmi Holmes presertim racione oneracionis et imposicionis quorundam cornuum animalium Anglice rough grene hornes fetorem maximum habentium et male olentium per eundem Willielmum in dicta sua navi ac inter dictos barrellos cerevisie[1] factam corruptam et deterioratam fuisse dictosque Johannem Holmes et Johannem Dybdale eo obtentu dampnum et interesse que estimamus ad summam xx^{li} currentis et legalis monete Anglie passos fuisse et esse pronunciamus decernimus et declaramus Necnon . . . (*condemnation of Holmes in £20 and costs in common form*).

In re TYRRELL. TYRRELL c. ROBERTS.

A.D. 1557 File 27 (smallest bundle), No. 8. Prohibition. The suit was for the proceeds of cloths belonging to Tyrrell, sold on his behalf in Spain by Roberts, and not accounted for.

Libel, see File 25, No. 11.

(*The writ begins in common form as above, pp.* 3, 9; *after reciting* 15 *Ric. II. c.* 3, *it proceeds as follows:*)

. . . Quidam tamen Henricus Roberts de Weymouthe in comitatu Dorsetie mercator statutum predictum minime ponderans quoddam

[1] The words 'eandem cerevisiam' have fallen out here.

DYBDALE c. HOLMES.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the said William Holmes, the master and owner of the craft libellate called the 'Mynion,' in the months and years libellate, agreed and contracted with the aforesaid John Dybdale and John Hopkin for the carriage and transportation in the same craft, for a fixed price or freight agreed upon between them, of eighty-six barrels of beer belonging to them, John and John, by right of ownership or quasi-ownership, from the port of London over the high sea to the port of Armewe or Antwerp, in parts beyond sea; And that, after and since such compact, agreement, and contract, the said eighty-six barrels of beer were loaded and put on board the said craft by the said John Dybdale and John Hopkin, and were received on board the same ship by the said William Holmes and his crew for the aforesaid purpose; And that by the fault, carelessness, and act, of the aforesaid William Holmes, and particularly by reason of the loading by him, William Holmes, and putting on board his said ship, amongst the said barrels, some rough green horns that had an exceedingly fetid and bad smell, the said beer was turned sour and was spoiled; And that they, John Holmes and John Dybdale, on that account suffered and incurred damages and loss of interest, which We assess at the sum of £20 of current and lawful English money; And further . . . (*condemnation of Holmes in £20 and costs in common form*)

In re TYRRELL. TYRRELL c. ROBERTS.

. . . Nevertheless, Henry Roberts, of Weymouth, in the county of Dorset, merchant, not weighing the aforesaid statute, did affirm and

placitum et negocium inter ipsum Henricum Roberts per nomen Henric' Roberts de Weymouth in comitatu Dorsetie regni Anglie mercatorem et eundem Johannem Tyrrell per nomen Johannem Tyrrell de Bridgewater in comitatu Somersetie mercatorem de diversis querelis et aliis rebus infra corpus comitatus Somersetie factis et emergentibus videlicet apud Brydgewater predictam coram vobis affirmavit et pro quutus fuit libellando supponendo et allegando versus eundem J m Tyrrell modo et forma sequentibus Videlicet quod idem J yrrell . . . (*the writ then sets out the libel, to the effect that T. l to Roberts, at Bridgewater, one half of certain cloths laden on the 'Mary George,' then lying at Bridgewater; Roberts made Ty. his agent to sell these cloths in Spain; Tyrrell sold the whole of the cloths at St. Sebastian, in Spain, at a profit; on his return to Bridgewater, he refused to account for, or pay, the proceeds to Roberts; Roberts elaims £30; the writ then proceeds as follows:*) . . . ac dictum Johannem Tyrrell ea de causa coram vobis traxit in placitum Vosque dictum Johannem Tyrrell per ministros curie illius attachiari et coram vobis in eadem curia comparere ac in premissis prefato Henrico licet contractus predictus factus fuit infra corpus predicti comitatus Somersetie videlicet apud Bridgewater predictam ad respondendum per processum ejusdem curie Admirallitatis astrinxistis Ac ipsum Johannem Tyrrell prefato Henrico Roberts occasione premissorum satisfaccionem et dampnum reddere per diffinitivam dicte curie Admirallitatis sentenciam totis vestris viribus nitimini et conamini Placitum quod ad Nos et non ad Admirallum Anglie pertinet ad aliud examen in dicta curia Admirallitatis coram vobis trahere injuste machinantes Ipsum Johannem Tyrrell eo modo multipliciter et minus juste inquietando et gravando in ipsius Johannis Tyrrell dampnum et prejudicium non modicum et gravamen . . . (*Prohibition in common form as above, pp.* 5, 10; *the writ is tested by Sir William Portman, C.J.K.B., and is dated February* 5, 1556)

ROPER ET HEYWOD

IN RE ROOPER.

A.D. 1557 File 27 (smallest bundle), No. 7. Prohibition. File 24, No. 145 is the libel, from which it appears that one Isebrand Barkman, of Amsterdam, sold a carvell lying at Amsterdam to John Barnes, of London; Barnes, with Gisbret Clayson and Clays Master his sureties, entered into a bond before the justices or burgomasters of Amsterdam, by which they bound themselves to pay the price of the ship to Barkman; John Ome, at Barnes' request, entered into a second bond to idemnify Clayson and Master in respect of their liability as sureties, to the amount of £24 5*s.* gross Flanders money; Barnes

prosecute before you a certain plea and business between him, Henry Roberts, by the name of Henry Roberts, of Weymouth, in the county of Dorset, in the realm of England, merchant, and the same John Tyrrell, by the name of John Tyrrell, of Bridgewater, in the county of Somerset, merchant, concerning diverse plaints and other things done and arising within the county of Dorset, to wit, at Bridgewater aforesaid, libelling or suggesting against the same John Tyrrell in manner and form following, to wit, that the same John Tyrrell . . . (*setting out the libel as stated on the opposite page; the writ then proceeds:*) and on that account has impleaded the said John Tyrrell before you; And you by process of the same court of Admiralty did constrain the said John Tyrrell to be attached by the officers of that court, and to appear before you in the same cause, and to make answer to the aforesaid Henry in the premises, although the aforesaid contract was made within the body of the aforesaid county of Somerset, to wit, at Bridgewater aforesaid; And with all your strength you strive and endeavour by the diffinitive sentence of the court of Admiralty [to compel] him, John Tyrrell, to make satisfaction and to pay damages to the aforesaid Henry Roberts by reason of the premises, unlawfully contriving to hold before you the [aforesaid] plea, which belongs to Us and not to the Admiral of England, in that manner in manifold ways and unjustly vexing and oppressing him, John Tyrrell to the no small prejudice and damage of him, John Tyrrell . . . (*the writ proceeds in common form, and concludes:*) Witness W. Portman at Westminster the 5th day of February in the second and third years of our [1] reign

ROPER AND HEYWOD

[1] Scil. Philip and Mary.

and Rooper entered into another bond (No. 3) to idemnify Ome in respect of his liability on bond No. 2; Clayson and Master sued Ome at Amsterdam upon bond No. 2, and recovered £24 5*s.* gross Flanders money against him; thereupon Ome sued Barnes and Roper upon bond No. 3 in the Admiralty Court, and sentence was given against Ome, File 25, No. 77; Barnes' and Rooper's bond (No. 3) is File 24, No. 144. The following prohibition was granted upon Ome's application:

(*The writ begins in common form as above, pp.* 3, 9; *after reciting* 15 *Ric. II. c.* 3, *it proceeds:*) . . . Quidam tamen Johannes Ome de Hamsterdam in partibus Hollandie mercator machinans predictum Edmundum Rooper contra debitam legis Anglie formam ac contra tenorem et effectum statuti predicti indebite gravare et fatigare ipsum Edmundum Rooper in curia Admirallitatis coram vobis de et super quodam scripto obligatorio per predictum Edmundum Rooper prefato Johanni Ome confecto pro solucione viginti quatuor librarum et quinque solidorum grossorum monete Flandrie caute et subdole libellando supponendoque scriptum obligatorium predictum factum fuisse infra jurisdiccionem marittimam ubi re vera idem scriptum obligatorium factum fuit infra corpus civitatis Londoniensis videlicet in parochia sancti Nicholai in warda de Longburn London' traxit in placitum Ipsumque Edmundum Rooper in eadem curia Admirallitatis . . . (*Prohibition in common form as above; the writ is tested by Sir Robert Broke, C.J.C.P., and is dated February* 1, 1557)

R. Heywode

In re MYGNALL.

A.D. 1556 File 27 (smallest bundle), No. 6. Prohibition. Culpeper had 400 loads of firewood cut from Keldenhall Manor, in Essex; Mygnall, against the orders of Culpeper, carried off 40 loads to London in his ship; Culpeper arrested the firewood in London, and cited Mygnall; see the libel, File 25, No. 21; the following prohibition thereupon issued.

(*The writ begins in common form, reciting* 15 *Ric. II. c.* 3, *and proceeds:*) . . . Quidam tamen Thomas Culpeper generosus statutum predictum minime ponderans diversa placita et negocia inter predictum Thomam Culpeper per nomen Thome Culpeper generosi et Ricardum Mygnall per nomen Richardi Mygnall oppidi de Salcote in comitatu Essexie de diversis querelis ac aliis rebus infra corpus comitatus Essexie factis et emergentibus coram vobis affirmavit et prosecutus fuit libellando supponendo et allegando versus eundem Ricardum modo et forma sequentibus videlicet . . . (*The effect of the libel is here set out, as above stated; the writ proceeds as follows:*) . . . Dictumque

In re ROOPER.

. . . Nevertheless one Robert Ome, of Amsterdam, in Holland, merchant, contriving against due form of the law of England and against the tenor and effect of the aforesaid statute the aforesaid Edmund Rooper to vex and oppress, did implead him, Edmund Rooper, in the court of Admiralty before you, concerning and upon a certain obligatory writing entered into by him, Edmund Rooper, in favour of the aforesaid John, for the payment of twenty-four pounds and five shillings, gross Flanders money, craftily and deceitfully libelling and suggesting that the aforesaid obligatory writing was made within the maritime jurisdiction, whereas in truth the same obligatory writing was made within the body of the city of London, to wit, in the parish of Saint Nicholas in the ward of Longburn in London, and him, Edmund Rooper, . . . (*has impleaded in Admiralty; wherefore the prohibition issues in common form, as in Re Mygnall, infra*) . . . Witness Robert Broke at Westminster on the 1st day of February in the third and fourth year of our [1] reign

R. Heywode

In re MYGNALL.

. . . Nevertheless one Thomas Culpeper, gentleman, not weighing the aforesaid statute, did affirm and prosecute before you divers pleas and businesses between the aforesaid Thomas Culpeper, by the name of Thomas Culpeper, gentleman, and Richard Mygnall, by the name of Richard Mygnall, of the town of Salcott, in the county of Essex, touching divers plaints and other things done and arising within the body of the county of Essex, libelling, suggesting, and alleging, against the same Richard in manner and form following, to wit: . . . (*stating the effect of the libel, as above set forth; the writ then proceeds as follows:*) . . . and impleaded the

[1] i.e. Philip and Mary.

Richardum Mygnall dicta de causa coram vobis in curia predicta traxit in placitum Vosque eundem Richardum per ministros vestros attachiari et coram vobis in dicta curia comparere ac in premissis et ad prefato Thome Culpeper respondendum per processum ejusdem curie minus juste astrinxistis ac ipsum Ricardum eidem Thome occasione premissorum satisfaccionem et damnum reddere per diffinitivam de curia Admirallitatis sentenciam totis vestris viribus nitimini et conamini placitum inde quod ad nos et non ad Admirallum pertinet ad aliud examen in dicta curia Admirallitatis coram vobis trahere injuste machinando Ipsumque Ricardum eo modo multipliciter et minus juste inquietando in ipsius Ricardi damnum et prejudicium non modicum et gravamen et in contemptum nostrum coroneque nostre regie exheredacionis periculum manifestum ac contra formam statuti predicti Unde nobis supplicant idem Ricardus . . . (*Prohibition in common form as above; the writ is tested by Sir William Portman, C.J.K.B., and dated Jan.* 28, 1556)

Rooper et Heywod

MATTHEWE c. A CHEST OF THOMPSON'S.

A.D. 1558 File 27 (Hilary bundle), No. 77. Article on first decree, for damages and for the ransom of Matthewe, who had been unjustly arrested in Spain at the instance of Thompson. Upon his release, war having been declared against France, he was captured by the French and taken to Dieppe.

In dei nomine Amen. Coram vobis . . . pars honesti viri Thome Matthewe contra et adversus unam ciştam . . . (*in common form*) . . . in jure proponit Quod prenominatus Thomas Matthewe mensibus Marcii . . . (*enumerating them*) . . . annorum 1556 et 1557 . . . fuit dominus et proprietarius unius tercie partis navis vocate the William of London et apparatus ejusdem ac cum dicta nave mensibus et annis predictis seu eorum aliquo ad portum de Calez in Hispania tamquam officiarius ejusdem vocatus the masters mate velificavit ac cum dicta navi ibidem salvo applicuit Necnon post appulsum ejusdem navis prenominatus Thomas Thompson quandam pretensam accionem contra prefatum Thomam Mathewe frivolam et inanem fingebat ac ipsum Thomam Mathewe hujusmodi pretense accionis pretextu absque aliqua justa seu legitima causa in dicto oppido de Calez arrestari ac ibidem per nonnullas ebdomadas stricte incarcerari fecit ac tandem postquam dictus Thomas Tompson nullam justam materiam vel causam contra dictum

said Richard Mygnall before you in the aforesaid court; And you, by your officers, unjustly caused the same Richard to be attached, and by process of the same court compelled him to appear before you in the said court and to make answer to the aforesaid Thomas in the premises; And you are striving and endeavouring with all your strength [to compel] him Richard by your diffinitive sentence to make satisfaction and to pay damages to the same Thomas in respect of the premises, unlawfully contriving to draw the plea thereupon, which appertains not to the court of Admiralty, to another tribunal before you in the said court of Admiralty, by that means in manifold ways and unlawfully vexing him, Richard, to the no small prejudice and grievance of him, Richard, and in contempt of us, and to the manifest danger of the disinheriting of our royal crown, and against the form of the statute aforesaid; Wherefore the same Richard has petitioned us . . . (*Prohibition in common form as above*). Witness William Portman at Westminster the 28th day of January in the second and third year of our reign

ROOPER AND HEYWOD

MATTHEWE c. A CHEST OF THOMPSON'S.

In the name of God Amen. Before you . . . the party of the honest man Thomas Matthewe against one chest . . . (*all in common form*) . . . propounds in law: That the beforenamed Thomas Matthewe in the months of March &c. . . . (*enumerating them*) . . . of the years 1556 and 1557 . . . was owner and proprietor of one third part of a ship called the 'William' of London, and of her apparel, and in the months and years aforesaid, or in some one of them, sailed with the said ship to the port of Cadiz in Spain as master's mate of the same ship, and arrived there with the said ship safely; And after the arrival of the same ship the beforenamed Thomas Thompson feigned [to bring] a pretended frivolous and fictitious action against the aforesaid Thomas Matthewe, and by means of such pretended action caused him, Thomas Matthewe, to be arrested in the said town of Cadiz, without any just or legitimate cause, and to be closely imprisoned there for some weeks; And at length, when the said Thomas Thompson failed to prove any just matter or cause against the said Thomas

Thomam Mathewe probare potuit idem Thomas Mathewe fuit a dicta pretensa accione liberatus et dimissus sed interia[1] temporis dum hec acta sunt et antequam dictus Thomas Mathewe a dicta accione et incarceracione liberatus fuisset necnon antequam dicta navis vocata the William of London a dicto portu de Calez recessisset ac ad hoc regnum Anglie velificasset ac ibidem salvo applicuisset bellum inter illustrissimos principes Philippum et Mariam Anglie regem et reginam et Gallorum regem indictum et proclamatum fuit Unde racione et occasione arrestacionis molestacionis et injuste vexacionis predicte prefatus Thomas Mathewe fuit per Gallos hujus regni Anglie inimicos apprehensus et captus et ad portum de Depe in Francia adductus et ibidem pro redempcione sua vocata his ransom summam centum et viginti coronatorum Gallicorum Anglice cxx Frenche crownes solvere coactus fuit Necnon in bonis rebus et mercibus suis pretextu et tempore capcionis hujusmodi ducentas libras legalis monete Anglie amisit et alia damna incurrit non modica Unde idem Thomas Mathewe spem aliam recuperandi hujusmodi dampna ac cetera premissa non habens nisi per arrestacionem dicte ciste ac apparatus et supellectilum in ea existentium . . . (*prayer for possession in common form*)

BESFEILLD c. MACKELEY.

A.D. 1557 File 27 (Trin. and Mich. bundle), No. 4. Mackeley, in France, chartered Besfeilld's ship, the 'Jesus' of Lowestoft, for the carriage of wines to Scotland, and entered into a bond for £300 warranting the ship against capture by Frenchmen or Scots; Besfeilld entering into a like bond for performance of the charter-party and warranting Mackeley's wines against capture by Englishmen. Mackeley, who was to sail in the ship, when he came on board, brought with him some Frenchmen who seized the wines. Thereupon the following sentence was passed. The libel is *ibid.* No. 75.

. . . Idcirco nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et possessione prefati Thome Besfeilld in nave in hac parte libellata ipsamque navem ad eundem Thomam Besfeilld annis et mensibus in hac parte libellatis seu eorum aliquo jure dominii seu quasi spectasse et pertinuisse eamque possedisse et occupasse dictumque Johannem Mackleye navem predictam ab antedicto Thoma Besfeilld domino et possessore ejusdem pro uno viagio cum eadem a portu de Conquet ad portum de Burdeux et abinde ad portum de Cocobery in regno Scotie peragendo conduxisse et naulizasse

[1] Sic.

Matthewe, he, Thomas Matthewe, was discharged and dismissed from the said pretended action; But meanwhile, whilst this was being done, and before the said Thomas Matthewe had been discharged from the said action and imprisonment, and also before the said ship called the 'William' of London had departed from the said port of Cadiz and had sailed for this realm of England, and before she had arrived there in safety, war was declared and proclaimed between the most illustrious princes Philip and Mary, king and queen of England, and the king of the French; Wherefore by reason and on account of the aforesaid unjust arrest, molestation and vexing the aforesaid Thomas Matthewe was apprehended and captured by Frenchmen, enemies of this realm of England, and was taken to the port of Dieppe in France, and was there compelled to pay for his ransom the sum of one hundred and twenty French crowns, and also by reason of and during such capture lost of his own goods £200 of lawful English money, and incurred other considerable losses; Wherefore he Thomas Matthewe having no other hope of recovering such his losses but by arrest of the said chest and of the apparel and furniture contained in it . . . (*prayer for possession in common form*)

BESFEILLD c. MACKELEY.

. . . Therefore We, William Cooke, . . . (*common form*) . . . pronounce, decree, and declare for the right title and possession of the aforesaid Thomas Besfeilld in the ship in this behalf libellate, and that the ship in the years and months in this behalf libellate or in some one of them belonged and appertained to him, Thomas Besfeilld, by right of ownership or quasi-ownership, and that he [Besfeilld] had possession and occupation of her; And that the said John Mackeley hired and freighted the aforesaid ship from the aforesaid Thomas Besfeilld, the owner and possessor of the same, for the performance of a voyage

ac pro vectura sive affrectamento cujuslibet dolii vini a dicto portu de Burdeux usque ad portum de Cocobery predictum per eum aut ejus deputatos in dicto portu de Burdeux in dictam navem onerandi se soliturum[1] antedicto Thome Besfeilld summam viginti septem solidorum sterlingorum convenisse et pepigisse pronunciamus decernimus et declaramus Necnon post et citra pactum et convencionem hujusmodi modo quo supra habitam initam et factam prefatum Thomam Besfeilld cum dicta nave sua a dicto portu de Conquet ad portum de Burdeux navigasse ac ibidem quadraginta dolia vini per supradictum Johannem Mackeley aut suum in ea parte deputatum in eadem nave onerata recipisse ac post recepcionem hujusmodi quadraginta doliorum vini cum eadem nave sua et dictis quadraginta doliis vini in eadem oneratis et existentibus a dicto portu de Burdeux usque ad portum de Conquet predictum navigasse in eoque portu de Conquet eundem Johannem Mackeley navem libellatam cum sex viris Gallicis conscendisse eosque sex viros Gallicos dolo et consensu seu ratihabicione dicti Johannis Mackeley navem predictam cum dictis quadraginta doliis vini diripuisse spoliasse et secum abduxisse eciam pronunciamus et decernimus Quocirca eundem Johannem Mackeley tam ad restituendum prefato Thome Besfeilld dictam navem suam unacum suis apparatibus et ornamentis vel eorum verum valorem quem ad summam centum et viginti coronatorum solarium juxta ipsius Johannis confessionem coram nobis judicialiter in hac parte factam estimamus quam ad restituendum et satisfaciendum eidem Thome Besfeilld totum et integrum naulum pro vectura sive affrectamento dictorum quadraginta doliorum vini predicti debitum quod ad summam liiij^{li} monete predicte juxta ipsius Johannis consimilem confessionem judicialem coram nobis factam estimamus de jure teneri pronunciamus decernimus et declaramus Atque eundem Johannem Mackley . . . (*condemnation in* 120 *crowns of the sun and* £54 *and costs in common form*)

GONNER *v.* PATTYSON.

A.D. 1558 File 29, No. 77–79. Article upon first decree. Ship and cargo decreed good prize of war to captors; jactitation of title.

In dei nomine Amen Coram vobis venerabili viro David Lewis . . . (*in common form*) pars honestorum virorum Georgii Gonner capitanei navis nuncupate the Mary Flowre of Newcastell ad Richardum Hodgeson Petrum Rydell Johannem Ellyson et Johannem Hayton de eadem

[1] Sic.

with the same from the port of Conquet to the port of Bordeaux and from thence to the port of Kirkcudbright in the realm of Scotland, and that he contracted and agreed that he would pay to the aforesaid Thomas Besfeilld for the carriage or freight of every tun of wine to be loaded in the said port of Bordeaux on board the same ship by him or by his agents [to be carried] from the said port of Bordeaux to the port of Kirkcudbright aforesaid the sum of twenty-seven shillings sterling; And further We also pronounce decree and declare that, after and since such contract and agreement had entered into and made in manner aforesaid, the aforesaid Thomas Besfeilld sailed with his said ship from the said port of Conquet to the port of Bordeaux, and that there the aforesaid Thomas Besfeilld received on board the same ship forty tuns of wine laden by the abovenamed John Mackeley, or by his agent in that behalf, and after so receiving [on board] the forty tuns of wine sailed with his same ship and the said forty tuns of wine laden and being on board her from the said port of Bordeaux to the port of Conquet aforesaid; And that in that port of Conquet the same John Mackeley, together with six Frenchmen, boarded the ship libellate, and that the six Frenchmen by the craft and with the assent or ratification of the said John Mackeley plundered, spoiled, and carried off with them the aforesaid ship with the said forty tuns of wine; Wherefore We pronounce, decree, and declare that he, John Mackeley, is of right bound, as well to restore to the aforesaid Thomas Besfeilld his said ship, together with her apparel and tackling, or their true value, which We assess at the sum of one hundred and twenty crowns of the sun, according to the admission of him, John, in this behalf judicially made before Us, as also to restore and pay to him, Thomas Besfeilld, the whole and entire freight due for the carriage or affreightment of the said forty tuns of the aforesaid wine, which [freight] according to the like admission of him, John, judicially made before Us, We assess at the sum of fifty-four pounds of the money aforesaid; And We condemn him John Mackeley . . . (*in the sums of* 120 *crowns of the sun and* £54 *and in costs in common form*)

GONNER c. PATTYSON.

In the name of God Amen. Before you the venerable man David Lewis . . . (*in common form*) . . . the party of the honest men George Gonner, captain of the ship called the 'Mary Flower' of Newcastle belonging to Richard Hodgeson, Peter Rydell, John Ellyson,

spectantis ejusque militum stipendariorum et consortium contra et adversus navem ejusque apparatus et ornamenta ac bona res· merces et mercimonia in scedula presentibus annexa mencionata necnon contra Willielmum Pattyson Pawlinum Scrivener et Johannem Brown jus et interesse in navi ac ceteris premissis se habere injuste pretendentes et jactitantes ac contra quemcunque alium coram vobis pro navi ejusque apparatibus et ornamentis ac bonis rebus et mercibus predictis in judicio legitime intervenientem dicit allegat et in hiis scriptis in jure proponit Quod licet prenominatus Georgius Gonner ac ejus predicti milites stipendiarii et consortes bona res et merces ac navem ejusque apparatus et ornamenta ad Scotos hujus incliti regni Anglie hostes et inimicos mense Februarii ultimo elapsi aut eo circiter super boriali mare dicti regni Anglie repertam ac versus regnum Scotie sub velis velificantem tanquam justam predam jure belli ceperint Et licet preterea quod iidem captores fuerint et sint premissorum obtentu ut veri domini et proprietarii in legitima et quieta possessione navis ac bonorum rerum et mercium predictarum modo premisso per eos captorum Prenominatus tamen Willielmus Pattyson Pawlinus Scrivener et Johannes Brown in civitate Camphernensi degentes minus vere asserentes et pretendentes predicta capta bona merces et mercimonia ac navem hujùsmodi ad eos spectasse pertinuisse et spectare debere cum re vera sic non spectant neque tempore capture eorundem ad eos spectabant minusque vere jactitantes se jus et interesse in eisdem habentes prefatum Georgium Gonner ejusque predictos milites et consortes in ea parte molestare et fatigare se velle palam et publice dixerunt asseruerunt ac conati sunt ac indies jactant et asserunt in ipsius Georgii et ejus predictorum militum et consortum prejudicium et jacturam ac damnum non modicum et gravamen Unde ex parte ejusdem Georgii et ejus militum ac consortum hujusmodi vobis domine judex antedicte de remedio in hac parte provideri oportuno extitit querelatum quodque eadem pars[1] dictos Willielmum Pattison Pawlinum Screvener et Johannem Brown apud dictam navem bonaque res et merces in portu sive oppido Novi Castri necnon in vico vocato Lumberdstrete ac in aliis locis publicis civitatis Londonie et eidem convicinis in specie ac omnes et singulos alios jus aut interesse in eisdem habere pretendentes in genere citari ad comparendum coram vobis die et loco in citacione sive warranto in hac parte emanato et in registro hujus curie remanente specificatis jus et interesse suum si quod in predictis bonis captis habeant prout jactitare

[1] There seems to be an omission or clerical mistake here.

and John Hayton, [all] of the same place, and of his hired soldiers and associates, against the [said] ship and her apparel and furniture and the goods, things, wares, and merchandise specified in the schedule annexed to these presents, and also against William Pattyson, Paul Scrivener, and John Brown, who wrongfully pretend and proclaim that they have right and interest in the [said] ship and other things, and against any one else lawfully intervening in court before you on behalf of the [said] ship and her apparel and furniture, and on behalf of the aforesaid goods things and wares, says, alleges, and in this writing propounds in law: That, although the abovenamed George Gonner, and his aforesaid hired soldiers and associates, in the month of February last past, or thereabouts, by right of war captured as lawful prize the [said] goods, things, wares, and the [said] ship and her apparel and furniture, [belonging] to Scotchmen, foes and enemies of this famous realm of England, [and] found sailing in the Northern Sea of the said realm of England, and although besides that the same captors were and are by reason of the premises, as true owners and proprietors [thereof], in lawful and quiet possession of the aforesaid ship, goods, and merchandise in manner aforesaid captured by them, yet the abovenamed William Pattyson, Paul Scrivener, and John Brown, dwelling in the town of Campi, untruly asserting and pretending that the aforesaid captured goods, wares, and merchandise, and such ship [as aforesaid], ought to have belonged and appertained and to belong to them, whereas in truth they do not so belong, nor did they belong to them at the time of their capture, and untruly proclaiming that they have right and interest in the same [goods and ship], have openly and publicly said and asserted that they intended to vex and trouble the aforesaid George Gonner, and his aforesaid soldiers and associates in that behalf, and have striven [so to do], and do [so] daily proclaim and assert, to the no small prejudice loss damage and vexation of him, George, and of his aforesaid soldiers and associates; Wherefore on behalf of the same George, and such his soldiers and associates, a complaint has been put forward to you, lord judge aforesaid, [praying that] a suitable remedy in this behalf may be provided, and that the said William Pattyson, Paul Scrivener, and John Brown, in particular, may be cited at the said ship and merchandise in the port or town of Newcastle, and also in the street called Lombard Street, and in other public places of the city of London adjoining thereto, and that, in general, all and singular other the persons pretending to have right or title in the same may be cited to appear before you on the day and at the place specified in the citation or warrant in this behalf

solent proposituros necnon causam racionabilem et legitimam si quam pro se habeant aut dicere sciant quare predicta capta bona merces et mercimonia ac navis ejusque apparatus et ornamenta predicta pro justa preda dictis Georgio Gonner et ejus militibus et consortibus adjudicari ac ipsi[1] veros dominos et proprietarios eorundem declarari silenciumque perpetuum eis imponi non debeant in debita juris forma dicturos et allegaturos ac proposituros palam et publice citari fuit et obtinuit Qui quidem sic citati comparere non curarunt neque curant quatuor defalctas in ea parte contumaciter incurrendo et incurrebant . . . (*in common form; Gonner prays that the ship and goods made be declared good prize and that he may be put into possession*)

COLCLOUGH c. HOUND.

A.D. 1559 File 29, No. 23. Supersedeas under privy seal. The suit was upon a judgment suffered at Calais upon a recognizance; libel, *ibid.* No. 42.

Elizabeth dei gracia . . . (*in common form*) . . . predilecto et fideli suo Edwardo domino Clynton et Saye ac magno Admirallo suo Anglie ac ejus commissionariis . . . (*in common form*) . . . Salutem Cum in statuto (*reciting* 13 *Rich. II. c.* 5, *and* 15 *Rich. II. c.* 3) . . . Ac in statuto in parliamento domini Henrici nuper Regis Anglie quarti apud Westmonasterium anno regni sui secundo tento edito inter cetera contineatur quod dictum statutum dicto anno terciodecimo editum firmiter teneatur ac debite execucioni demandetur et quod ulterius quoad penam super Admirallum seu ejus locumtenentem imponendam statutum et communis lex erga ipsos teneantur et quod ipse qui se contra formam dicti statuti predicto anno terciodecimo editi censerit gravatum accionem suam per breve super casum suum fundatum versus eum qui sic in curia Admirallitatis prosequitur habeat et dampna sua in duplum versus eundem prosequentem recuperet et idem prosecutor penam decem librarum prosecucione sic facta si convictus fuerit erga nos incurrat prout in statutis predictis plenius continetur Jamque intelleximus quod vos penas predictas non verentes quoddam placitum inter Johannem Hound et Matheum Colclough de debito ducentarum librarum ac de aliis rebus contractibus querelis et materiis infra nuper villam nostram Calicie infra corpus nuper comitatus nostri Calicie existentibus et non super mare factis et emer-

[1] Sic.

issuing and now remaining in the registry of this court, to propound their right and interest, if they have any, in the aforesaid captured goods, as they are continually proclaiming that they have, and to show, allege, and propound in due form of law reasonable and lawful cause, (if any they have to show or allege), why the aforesaid captured goods, wares, and merchandise, and the [said] ship and her apparel and furniture, should not be adjudged to the said George Gonner and his soldiers and associates for lawful prize, and [why] they ought not to be declared true and lawful owners and proprietors of the same, and why perpetual silence should not be imposed upon them [Pattyson, Scrivener and Brown]; And they, being so cited, have not cared and do not care to appear, and have contumaciously incurred four defaults in this behalf . . . (*in common form; Gonner prays that the ship and goods may be declared good prize and that he may be put into possession*)

COLCLOUGH c. HOUND.

Elizabeth . . . to her most dear and faithful Edward lord Clynton and Say, her Admiral of England, and to his commissaries . . . (*in common form*) . . . Greeting: Whereas in the statute . . . (*reciting* 13 *Ric. II. c.* 5, *and* 15 *Ric. II. c.* 3) . . . And in the statute promulgated in the parliament of our lord Henry the Fourth, late King of England, held at Westminster in the second year of his reign, amongst other things it is contained that the said statute promulgated in the thirteenth year [of Richard the Second] should be firmly observed and duly executed, and that, further, the [same] statute and the common law should be enforced against the Admiral or his lieutenant so far as concerns the penalty to be laid upon them, and that he who deems himself aggrieved against the form of the said statute passed in the aforesaid thirteenth year [of Richard the Second] should have his action by writ founded upon his case against him who so sued him in the court of the Admiralty, and that he should recover double damages against the plaintiff, and that the same plaintiff should incur a penalty of ten pounds, to be paid to us, if he be convicted of so suing, as is more fully set forth in the aforesaid statutes; And now we understand that you, not fearing the aforesaid penalties, are holding before you, at Southwark in the county of Surrey, a certain plea between John Hound and Matthew Colclough touching a debt of two hundred pounds, and other things, contracts, plaints, and matters being and arising, as it is said, in our late town of Calais, within our late county of Calais, and not

gentibus ut dicitur coram vobis apud Southwerk in comitatu Surreie tenetis et ipsum Johannem ad respondendum inde prefato Matheo coram vobis in curia Admirallitatis predicte graviter distringitis et ipsum ea occasione multipliciter inquietatis minus juste in nostri contemptum et ipsius Johannis dampnum non modicum et gravamen ac contra formam statutorum predictorum Nos volentes statuta predicta immobiliter observari vobis mandamus quod placitis querelis sive contractubus predictis coram vobis ulterius tenendis supersedeatis omnino ipsum Johannem contra formam statutorum predictorum non molestantes in aliquo seu gravantes Et si quid per vos in hac parte minus rite contra formam statutorum predictorum attemptatum fuerit id sine dilacione aliqua revocari faciatis Teste me ipsa apud Westmonasterium xxiiij die Februarii anno regni nostri primo

(*Endorsed*) Per dominum custodem magni sigilli

DE ZUAN c. DE DONAT.

A.D. 1559 File 30, No. 41. Sentence for repayment of money deposited with defendant; libel *ibid.* No. 100.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . prenominatum Simonem de Zuan summam CCL^{li} currentis monete Anglie in manibus prenominati Anthonii de Donat deposuisse reliquisse et dimississe ipsumque Anthonium Donat summam hujusmodi ab eodem Simone causa depositi recepisse et habuisse juxta confessionem dicti Anthonii coram nobis in hac parte judicialiter factam ac in Registro remanentem pronunciamus decernimus et declaramus Eundemque Anthonium de Donat ad solucionem et retradicionem dicte summe CCL^{li} prenominato Simoni de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus . . . (*in common form*)

(*Signed*) Valentinus Dale

THOME c. COTTON.

A.D. 1559 File 30, No. 25. Sentence condemning Sir Thomas Cotton in the value of goods taken by pirates, which have come to his hands. See File 30, No. 94, libel; *ibid.* No. 49, defence; File 31, No. 176 appeal dismissed.

. . . Idcirco nos David Lewys . . . (*in common form*) . . . prefatum Rochum Thomam[1] dominum proprietarium et oneratorem in navi

[1] Sometimes spelt 'Thome.'

upon the sea, and are grievously constraining him, John, to make answer thereupon to the aforesaid Matthew before you in the court of the Admiralty aforesaid, and that by those means you are unjustly vexing him in manifold ways, in contempt of us, and to the no small damage and grievance of him, John, and against the form of the statutes aforesaid; We, being minded that the aforesaid statutes should be steadfastly observed, command you that you altogether stay the further holding before you the pleas, plaints, or contracts aforesaid, and that you in no way trouble or vex him, John, contrary to the form of the statutes aforesaid; And that, if anything has been attempted by you in this behalf against the form of the statutes aforesaid, without any delay you cause the same to be revoked; Witness myself at Westminster the twenty-fourth day of February in the first year of our reign

(*Endorsed*) By the lord keeper of the great seal

DE ZUAN c. DE DONAT.

. . . Therefore We, David Lewis, . . . (*in common form*) pronounce, decree, and declare that the aforenamed Simon de Zuan deposited, left, and placed the sum of £250 current English money in the hands of the aforenamed Anthony de Donat; And that he, Anthony Donat, received and had such sum from the same Simon by way of deposit, according to the admission in that behalf of the said Anthony made in court before Us and remaining in the registry; And We pronounce, decree, and declare that the same Anthony de Donat should of right be compelled to pay and deliver up to the aforesaid Simon the same sum of £250 . . . (*in common form*)

Valentine Dale

THOME c. COTTON

. . . Therefore We, David Lewis, . . . (*in common form*) pronounce, decree, and declare that the aforesaid Roche (?) Thome was at the time libellate the owner, proprietor, and freighter in a ship called the

vocata the Holy Ghoste omnium bonorum mercium et pecuniarum in scedula libello predicto annexa mencionatorum tempore libellato fuisse navemque predictam cum prefatis mercibus et pecuniarum summis per Henricum Stranguisshe et suas [1] nautas et milites super alto mari piratice captam et occupatam ad predicti domini Thome Cotton militis gubernacionem custodiam et manus pervenisse Eumque ex bonis mercibus et pecuniis predictis quingentos ducatos partim ex pecunia numerata per predictum Rochum Thomam in nave predicta invecta et importata partim ex precio ejus saccari per prefatum Henricum Strangwisshe post spolium hujusmodi commissum venditi redactos centum quinquaginta octo libras vj^{s} viij^{d} monete Anglie valentes septuaginta duos duplices ducatos xlviij^{li} monete predicte valentes duo aurea numismata sive pecias auri vulgo dictas portigewies vij^{li} monete antedicte valentes novem pecias auri vulgo dictas Saintte Thomas coyne vij^{li} monete predicte valentes xxiiij pecias saccari Anglice vocatas loves of sugar viij^{li} dicte monete valentes habuisse abduxisse et in usum suum convertisse et a dicto Rocho Thoma injuste detinuisse et detinere Eundemque Thomam Cotton militem ad restitucionem ipsarum respective peciarum pecunie (xxx^{ta} ducatis duplicibus apud acta hujus curie per antedictum dominum Thomam Cotton relictis et depositis omnino exceptis et deductis) et saccari predicti si extant alioquin earum veri valoris quem singulatim ut supra dictum est estimamus prenominato Rocho Thome cogendum et compellendum fore pronunciamus decernimus et declaramus Atque dictum dominum Thomam Cotton militem in prefatis pecunie summis (exceptis pre-exceptis) et saccari peciis aut eorum vero valore predicto necnon in expensis . . . condemnamus . . . (*in common form*)

(*Signed*) W. Aubrey

In re GURNEY, No. 1.

A.D. 1559 File 30, No. 5. Prohibition. Dispute as to Admiralty jurisdiction of Dartmouth. Dr. Cooke, judge of the Admiralty, had libelled Gurney, Wakam, and Cutt, burgesses of Dartmouth, for contempt in seizing within the liberties of Dartmouth certain wrecked goods, to which the Mayor and burgesses claimed to be entitled by grant from the Crown. In the previous reign (of Queen Mary) the judge of the Admiralty had been directed to stay proceedings in the case against the Dartmouth men 'forasmuche as they are a party to

[1] Sic.

'Holy Ghost' of all the goods, wares, and moneys mentioned in the schedule annexed to the aforesaid libel; and that the aforesaid ship with the aforesaid wares and sums of money, having been piratically captured and taken possession of on the high sea by Henry Strangwisshe and his seamen and soldiers, came to the control, custody, and hands of the aforesaid Sir Thomas Cotton, knight; And that he [Cotton] carried off and converted to his own use out of the aforesaid wares and moneys 500 ducats, being partly cash brought [here] and imported by the aforesaid Roche Thome, and partly money arising from the proceeds of the sugar sold by the aforesaid Henry Strangwisshe after the committing of the aforesaid spoil, [the said 500 ducats] being of the value of £158 6*s.* 8*d.* of English money, seventy-two double ducats of the value of £48 of the aforesaid money, two gold coins or pieces of gold commonly called 'Portuguese' worth £7 of the aforesaid money, nine pieces of gold commonly called Saint Thomas' coin worth £7 of the aforesaid money, [and] 24 pieces of sugar, called in English loaves of sugar, worth £8 of the aforesaid money; And that he unjustly detained and detains the same from the said Roche Thome; And We pronounce, decree, and declare that the same Sir Thomas Cotton should be obliged and compelled to make restitution to the aforesaid Roche Thome of the same respective pieces of money, (except and deducting [therefrom] 30 double ducats which the aforesaid Sir Thomas Cotton has left and deposited in court), and of the aforesaid sugar, if the [said pieces of money and sugars] are in existence; and, if not, of their true value, which We assess at the aforesaid several sums respectively; And We condemn the said Sir Thomas Cotton in the aforesaid sums of money (except as aforesaid), and in the loaves of sugar, or in their true value, and also in costs . . . (*in common form*)

W. Aubrey

the matter' ; see Acts of the Privy Council 1556–1558, by Mr. J. R. Dasent p. 343. Upon the death of Queen Mary the proceedings were renewed. See *infra*, p. 113.

Elizabeth dei gracia Anglie Francie et Hibernie regina . . . (*in common form*) . . . Davidi Lewes legum doctori judici sive presidenti curie Admirallitatis . . . (*in common form*) . . . Salutem Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Thome Gurney Andree Wakam Gilberti Rowpe et Johannis Cutt burgensium ville sive burgi de Dartmouthe in comitatu Devonie quod cum in statuto . . . (*reciting* 15 *Ric. II. c.* 3) . . . Cumque eojam a tempore cujus contrarii memoria hominum non existit fuit et habebat ac modo est et habet quoddam officium aqueballivi sive aqueballivatus ville de Dartmouthe alias Clyfton Dartmouthe Hardenes in predicto comitatu Devonie parcelle ducatus Cornubie quod quidem officium tam dominus Henricus nuper rex Anglie octavus quam omnes progenitores sui reges Anglie in jure ducatus sui Cornubie per totum tempus predictum dederunt et concesserunt ad eorum bene placitum per literas suas patentes vel aliter pro termino vite vel annorum cuicunque persone sive quibuscunque personis illud capere volenti vel volentibus ad quod quidem officium pertinent et spectant et a tempore cujus contrarii memoria hominum non existit pertinebant et spectabant omnia et singula proficua wreccum maris et hujusmodi consimilia advantagia in le haven de Dartmouth ac infra aquas currentes et fluentes a salso mare usque villam de Dartmouthe predictam aliqualiter contingentia vel provenientia ac omnes et singuli aqueballivi ibidem eodem officio fungentes a toto tempore predicto virtute ejusdem officii habuerunt receperunt et perceperunt ac modo habent recipiunt et percipiunt omnia et singula proficua commoda et advantagia ac eciam wreccum maris infra le haven predictum ac infra easdem aquas ut proficua commoda et advantagia eidem officio spectantia et pertinentia Cumque insuper predictus nuper rex Henricus octavus per literas suas patentes debito modo confectas et magno sigillo suo Anglie sigillatas curieque dicte domine Regine nunc hic ostensas gerentes datum vicesimo tercio die Novembris anno regni sui secundo dedit et concessit maiori ballivis et burgensibus burgi sive ville sue de Dartmouth predicta et successoribus suis imperpetuum predictum officium aqueballivi sive aqueballivatus ville sive burgi predicti ac portus libertatum ac precinctus ejusdem ac omnia et omnimoda jura auctoritates proficua commoditates revenciones et emolumenta eidem officio quoquo modo spectantia sive de jure ante idem tempus pertinentia habendum tenendum et occupandum gaudendum et excercendum dictum officium una cum

IN RE GURNEY, No. 1.

Elizabeth, by the grace of God queen of England, France, and Ireland . . . to David Lewes, doctor of laws, judge or president of the Court of Admiralty . . . (*in common form*) . . . Greeting: It has lately been shown to Us in Our court before Us upon the grievous complaint of Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutts, burgesses of the town or borough of Dartmouth, in the county of Devon That whereas . . . (*reciting* 15 *Ric. II. c.* 3) . . . And whereas unto the present day from time whereof the memory of man runneth not to the contrary there has been, and was, and now is and exists a certain office of water bailiff or water bailiwick of the town of Dartmouth, otherwise Clyfton Dartmouth Hardness, in the aforesaid county of Devon, which office, as well our lord Henry the Eighth late king of England, as all his progenitors kings of England, in right of their duchy of Cornwall, throughout all time aforesaid gave and granted at their own will by their letters patent or otherwise for term of life, or for years, to [any] person or persons whatsoever who should be willing to take [the same]; To which office appertain and belong, and for all time whereof the memory of man runneth not to the contrary, have appertained and belonged, all and singular the profits, wreck of the sea, and such like advantages in the haven of Dartmouth and within the waters running and flowing from the salt sea up to the town of Dartmouth aforesaid in any way happening and accruing; And all and singular the water bailiffs there exercising the same office, from all time aforesaid, by virtue of the same office have had, received, and enjoyed, and now have, receive, and enjoy all and singular [such] profits, dues, and advantages, and also wreck of the sea within the aforesaid haven and within the same waters, as profits, dues, and advantages belonging and appertaining to the same office; And whereas the aforesaid late King Henry the Eighth, by his letters patent, made in due form and sealed with his great seal of England and here exhibited to the said court of our Lady the Queen, that now is, bearing date the twentieth day of November in the second year of his reign, gave and granted to the mayor, bailiffs, and burgesses of his borough or town of Dartmouth aforesaid, and to their successors for ever, the aforesaid office of water bailiff, or the water bailiwick, of the town or borough aforesaid and of the harbour, liberties and precinct of the same, and all and all kinds of rights, authorities, profits, commodities, revenues, and emoluments to

commodis proficuis advantagiis et emolumentis eidem officio ante idem tempus pertinentibus sive spectantibus prefatis maiori ballivis burgensibus et successoribus suis imperpetuum de eodem nuper rege et heredibus suis ducibus Cornubie per annuam firmam sive redditum viginti duarum marcarum ad manus generalis receptoris ducatus predicti apud Lostwythyel in comitatu Cornubie ad festum sancti Michaelis Archangeli annuatim solvendarum Virtute quorum quidem doni et concessionis maior ballivi et burgenses ejusdem ville sive burgi idem officium habent et tenent de domina Regina nunc ut in feodi firma et sunt inde seisiti in dominico suo ut de feodo pro annuo redditu predicto in forma predicta solvendo videlicet ipsis et successoribus suis imperpetuum Quidam tamen Willielmus Cooke legum doctor modo defunctus et nuper judex et presidens curie Admirallitatis Anglie machinans et intendens dictos Thomam Gurney Andream Wakam Gilbertum Rowpe et Johannem Cutt burgenses ville sive burgi de Dartmouthe predicta contra debitam legis hujus regni Anglie formam ac contra formam et effectum statuti predicti et contra tenorem et effectum literarum patentium predictarum indebite gravare opprimere et fatigare ipsos Thomam Andream Gilbertum et Johannem in curia Admirallitatis coram ipso comparere ac ad respondendum in eadem curia super diversis articulis per ipsum versus eosdem Thomam Gurney Andream Wakam Gilbertum Rowpe et Johannem Cutt libellatis de eo quod ipsi sive eorum cujuslibet [1] unus unam magnam anchoram cum certis peciis funium sive cabulorum nuper per quandam grandem navem vocatam an hulke in mare pro derelicto repertam et per quendam Johannem Raynolds unum ministrorum sive officiariorum ejusdem curie arrestatam ab arresto illo cepit detinuit et sic detinet seu detineri facit Et ulterius quod ipsi seu eorum unus scit credit vel dici audivit quod nonnulle pecuniarum Hispanicarum summe dudum ex quibusdam navibus Hispanicis super mare ante littus de Dartmouthe predicta vi maris periclitantibus ejecte existentes fuerunt reperte de quibus summa ducentarum librarum sterlingorum paulove plus vel minus ad manus ipsorum seu eorum alicujus deveniebat et penes se vel eorum aliquem remanet Ubi revera anchora ac pecia funis predicte ac pecuniarum summe predicte sique fuerunt fuerunt wreccum maris et reperte fuerunt infra le haven ac libertates ville sive burgi de Dartmouthe predicta ac infra corpus comitatus Devonie et non super altum

[1] Sic.

the same office in any way belonging or of right before the same time appertaining, to have, hold, occupy, enjoy, and exercise the said office, together with the gains, profits, advantages, and emoluments to the same office before the same time appertaining or belonging, unto the aforesaid mayor, bailiffs, and burgesses, and their successors for ever, of [and from] the same late king and his heirs, dukes of Cornwall, by the yearly farm or rent of twenty-two marks, to be paid yearly into the hands of the general receiver of the aforesaid duchy, at Lostwithiel, in the county of Cornwall, at the feast of Saint Michael the Archangel; By virtue of which gift and grant the mayor, bailiffs, and burgesses of the same town or borough have and hold the same office of our Lady the Queen, that now is, as in fee farm and are seised thereof in their demesne as of fee, at the yearly rent aforesaid to be paid in manner aforesaid, that is to say unto themselves and their successors for ever; Nevertheless one William Cooke, doctor of laws, lately deceased, and late judge and president of the court of the Admiralty of England, contriving and feigning the said Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutt, burgesses of the town or borough of Dartmouth aforesaid, against due form of law of this realm of England, and against the form and effect of the aforesaid statute, and against the tenour and effect of the aforesaid letters patent, unduly to oppress, trouble, and vex, [has cited] them, Thomas, Andrew, Gilbert, and John, to appear before him in the court of the Admiralty and to make answer in the same court to divers articles by him libelled against the same Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutt, for that they, or one of them, one great anchor with certain pieces of rope or cable lately found in the sea as left derelict[1] by a certain great ship called a hulk, and arrested by one John Reynolds, one of the servants or officers of the same court, from such arrest took, detained and [now] detains or causes to be detained; And further for that they, or one of them, knows, believes, or has heard say that some sums of Spanish moneys wrecked and cast forth by the force of the sea from certain Spanish ships were found upon the sea off the shore of Dartmouth aforesaid; Whereof the sum of two hundred pounds sterling, or little more or less, came to the hands of them or one of them, and remains in their hands, or in the hands of one of them; Whereas, in truth, the anchor and pieces of rope aforesaid, and sums of money aforesaid, were wreck of the sea, and were found within the haven and liberties of the town or borough of Dartmouth, and within the body of the county of Devon, and not on the high sea, nor within

[1] Query as to construction.

mare nec infra jurisdiccionem marittimam Ac modo vos prefatus judex eosdem Thomam Andream Gilbertum et Johannem ad inde respondendum minus juste astrinxistis ac ipsos per ejusdem curie sentenciam condempnari totis suis [1] viribus conati et indies machinati in nostri juris [?] contemptum et ipsorum Thome Andree Gilberti et Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum statuti predicti et literarum patencium predictarum Et hoc iidem Thomas Andreas Gilbertus et Johannes parati sunt et eorum quilibet paratus est verificare Unde nobis supplicaverunt iidem Thomas Andreas Gilbertus et Johannes sibi de remedio congruo in hac parte provideri Nosque jura dicte corone nostre prout vinculo juramenti astringimur manutenere volentes (*prohibition in common form, tested by Catlyn,*[2] *C. J. Q. B., and dated* 20*th Nov.* 1559).

In re GURNEY, No. 2.

A.D. 1560 File 30, No. 4. Prohibition; dispute as to Admiralty jurisdiction at Dartmouth. On December 9, 1559, Dr. Lewes had passed a sentence, *ibid.* No. 2, condemning Gurney for contempt in not executing a warrant from the Admiralty Court for the arrest of John Aylworthe and others. Aylworthe was in contempt for not executing a warrant to arrest John Cutt, who was in contempt for breaking an arrest put upon two hulks at Dartmouth, and for issuing a licence for the ship of one Marshe to sail during war time. By the same sentence Dr. Lewes had condemned Wakam for abetting Gurney and Rowpe in holding pleas at Dartmouth touching matters belonging to the Admiralty jurisdiction, and he had fined Gurney £5, and Wakam, Rowpe, and Cutt 40*s.* each; see the Articles, File 30, No. 1, and other proceedings, *ibid.* Nos. 170, 112, 107; File 33, No. 41; also In re Gurney, No. 1, *supra*, p. 110. Upon the granting of the following prohibition, dated May 23, 1560, the matter came before the Privy Council, who thereupon made the order given below,[3] directing the Chief Justice to take no further proceedings in the matter of the prohibition.

Elizabeth dei gracia . . . (*in common form, and, with slight variations, in the same words as the prohibition, supra, p.* **111**, *as far as*

[1] *Sic.*

[2] Appointed a Justice of the Common Pleas, 10th Oct. 1558; and, by Elizabeth, C. J. Q. B. 22nd Jan. 1559.

[3] At Greenwiche the xiiij of June 1560 Whereas complainte hathe ben made unto my Lordes of the Counsell that the Lord Chiefe Justice of Englande hathe of late graunted out a prohibityon for the staye of processe in the Queenes Majestys Courte of thadmiralty in matters determynable there against certen men of Dartmouth named Thomas Gourney Andrew Wakeham John Cutt and Gilbert Rowpe Forasmoche as upon thexamination of the circumstance of this matter the said Lord Chief Justice being called before my Lordes of the Counsell to answer and allege what he could for the same yt appeareth that the processe made against the said persons in the

the maritime jurisdiction; And now you, the judge aforesaid, the same Thomas, Andrew, Gilbert, and John, unjustly have constrained to make answer thereupon, and have with all your strength endeavoured and daily contrived to have them condemned by the sentence of the same court, to the contempt of Our law, and to the manifest harm, prejudice, and impoverishment of them, Thomas, Andrew, Gilbert, and John, and against the form and effect of the statute aforesaid, and of the letters patent aforesaid; And this the same Thomas, Andrew, Gilbert, and John aforesaid are, and each of them is, ready to verify; Wherefore the same Thomas, Andrew, Gilbert, and John have made supplication to us that a suitable remedy be provided for them in this behalf; And We, being minded to maintain the rights of Our crown, (as by force of Our oath We are constrained to do) . . . (*prohibition in common form, tested by Catlyn, C. J. Q. B., and dated* 20*th Nov.* 1559).

In re GURNEY, No. 2.

Elizabeth, by the grace of God . . . (*the prohibition commences in common form, as in the last case, with the addition of a recital tracing*

Queenes Majestys said coorte of thadmiralty was for certaine contempts by them committed against her highnes and the lawes and that judgement had alredy passed in the said coorte of thadmiraltye against them before the said prohibition was graunted furth By reason whereof the aucthoritye committed by her Majesty to the said coorte shuld be moche touched if the judgment passed there shold by this meanes be either reversed or staied It was by my said Lordes of the Counsell for redresse hereof thought good and ordered furst that the said parties shalbe sent for to appeare before their Lordshippes to answer their doinges herein and that in the meane tyme the said Lord Chiefe Justice shall forbere to procede any farder in thexecution of the said prohibytion and also that he shall (in case the partie requier the same)

the words 'annuatim solvendum'; then follows a recital tracing the devolution of the title to the duchy of Cornwall, and to the rent of the aqueballivatus of Dartmouth, through Hen. VIII., Ed. VI., Mary, and Philip and Mary, to Queen Elizabeth; the writ then proceeds as follows:) . . . Videlicet de eo quod ubi quedam navis extranea sive peregrina oneris triginta doliorum vel circiter cum rebus et mercibus Gallicis onerata ante littus marittimum et locum vocatum Dartmouthe haven in mare applicuit et ad anchoras suas ibidem quiete devenit Ac quod tempore applicacionis ejusdem navis quidam Johannes Reynolds submarescallus Viceadmirallitatis in comitatu Devonie predicte constitutus in quadam nave vocata an hulke vinis onusta tunc in dicto loco marittimo vocato Dartmouth haven super mare residente presens fuit et percipiens predictam navem tunc applicantem ibidem venisse a quodam loco vocato Saynt Mallowes infra regnum Francie existente onustam panno lineo vocato canvas et aliis Gallicis mercimoniis virtute officii sui cepisset et recepisset de quodam Nicholao Forlynger mercatore ejusdem navis diversas litteras vocatas letters of safe conduyte et alia scripta extra dictum regnum Francie similiter portata et superinde arrestando eandem navem ac bona predicta predictum Nicholaum appunctuasset ad iter suum capiendum proximo die sequente usque quendam locum vocatum le Kinges Were in comitatu Devonie predicte prope villam de Dartmouthe predicta et abinde ad quendam Georgium Bassett Viceadmirallum ejusdem comitatus Devonie pro ulteriore examinacione premissorum Ac quod dicto proximo die sequente predictus Andreas Wakam per noticiam consensum et intelligenciam predictorum Thome Gurney Gilberti Rowpe et Johannis Cutt procurasset compellasset et optinuisset predictum Nicholaum Forlynger a predicto loco vocato Kinges Were ad domum suam propriam in Dartmouth predicta et ibidem dictum Nicholaum et scripta sua predicta a custodia dicti Johannis Reynolds custodivit (Ac quod dicti Thomas Gurney Andreas Wakam Gilbertus Rowpe et Johannes Cutt predictum Nicholaum Forlynger a possessione et arresto ejusdem Johannis Reynolds custodiverunt) Et ulterius quod predicti Thomas Gurney Andreas Wakam Gilbertus

graunte a consultacion upon the said prohibityon whereby justice may take place without delaye And furder that he shall not from hence furthe graunt out any prohibityon for the staye of any matter depending in the said coorte of thadmiraltye but that he shall first make the Lord Admirall prevye thereunto and have his consent to the same Which the said Lord Cheefe Justice was by their Lordshippes commaunded to do And he promesed to perform the same according to their Lordshippes said order.

Concordat cum Registro: W. Smyth.

Copies of this Order will be found—Libels, File 30, No. 3; Act Book 133, under date June 5, 1560; Lansd. MSS. (Br. Mus.) 142, fo. 459.

the devolution of the title to the Duchy of Cornwall and of the farm or rent of the water-bailiwick of Dartmouth through the preceding Sovereigns to Queen Elizabeth, and continues:) . . . That is to say, for that, when a certain strange or foreign ship, of thirty tons or thereabouts, laden with French goods and merchandise, arrived on the sea off the seashore and place called Dartmouth haven and there quietly came to anchor, at the time of the arrival of the same ship, one John Reynolds, who had been appointed under-marshall of the Vice Admiralty in the county of Devon aforesaid, was then present in a certain ship, called a hulk, laden with wines, then riding on the sea at the said maritime place called Dartmouth haven, and perceiving that the aforesaid ship then arriving there had come from a certain place called St. Malo in the realm of France, laden with linen cloth called canvas and other French merchandise, by virtue of his office took and received from one Nicholas Forlynger, merchant of the same ship, divers letters called letters of safe conduct and other writings similarly brought out of the said realm of France, and thereupon arrested the same ship and the aforesaid goods, and directed the same Nicholas on the next day following to journey to a certain place called Kingswear in the county of Devon aforesaid, near the town of Dartmouth aforesaid, and from there to go to one George Bassett, Vice Admiral of the same county of Devon, for the further examination of the premises; And for that, on the said day next following, the aforesaid Andrew Wakam, with the knowledge, consent, and understanding of the aforesaid Thomas Gurney, Gilbert Rowpe, and John Cutt, had procured, haled, and forced the aforesaid Nicholas Forlynger [to go] from the aforesaid place called Kingswear to his [Wakam's] own house in Dartmouth aforesaid, and there kept the said Nicholas and his aforesaid writings from the custody of the said John Reynolds; And for that the said Thomas Gurney, Andrew Wakam, Gilbert Rowpe,

Rowpe et Johannes Cutt cum diversis consanguinibus [1] et servientibus suis predictum Nicholaum Forlynger ab arresto predicti Johannis Reynolds custodientes diversas lites erga eundem Johannem Reynolds cepissent et movissent Et quod eorum unus pugionem ipsius Johannis Reynolds extra vaginam cepisset Et quod dictus Thomas Gurney gladium ipsius Johannis Reynolds cepisset et evaginasset et ipsum Johannem Reynolds si quidem ibidem astantes non impedivissent percutere voluisset et predictum Johannem Reynolds in gaola ejusdem ville tanquam prisonarium cum ferris et absque ferris per spacium octo sex vel quatuor dierum ad minus custodivit Ulteriusque contra eosdem Thomam Gurney Andream Wakam et Gilbertum Rowpe articulatim libellando quod quilibet eorum clamabat habere jure dicti oppidi vocati Dartmouthe diversa regalia ad prefatos dominos nuper regem et reginam virtute et prerogative sue Admirallitatis Anglie spectantia et pertinentia veluti wreccum maris flotson jetson lagon et alia bona in mari aut super littus ejusdem reperta eademque a dicto officio ceperunt tenuerunt et disposuerunt Ac quod quilibet sive unus eorum assumpsit in se correccionem et reformacionem injuriarum et aliarum transgressionum in mare ante littus de Dartmouthe predicta Et ulterius quod quoddam warrantum extra curiam Admirallitatis sub sigillo ejusdem curie prefato Thome Gurney sub pena duarum millium librarum ad arrestandum diversas personas traditum fuit Et quod dictus Thomas Gurney eundem warrantum non executus fuit nec retornavit sed mandatum dicti domini Admiralli exequi penitus dedixit et negavit ac literas dominorum privati consilii regie majestatis sibi ad officium predictum missas penes se detinuit Et ulterius quod iidem Thomas Gurney Andreas Wakam et Gilbertus Rowpe diversa vina ac alia bona et mercimonia in una le Barke et duabus navibus vocatis hulkes infra le haven de Dartmouthe predicta applicantibus sequestraverunt et disposicionem eorundem contra voluntatem predicti Johannis Reynolds super se assumpserunt et ceperunt Et insuper quod predictus Johannes Cutt et Gilbertus Rowpe arrestati et attachiati in oppido de Dartmouthe predicta per mandatum extra predictam curiam Admirallitatis ad comparendum in eadem curia a custodia ipsius qui eos arrestavit recesserunt disobedienter et obligaciones pro personali comparencia sua in eadem curia non fecerunt Et preterea quod mense Januarii anno domini millesimo quingentesimo quinquagesimo septimo quedam navis oneris quinquaginta vel sexaginta doliorum a villa de Dartmouthe predicta

[1] Sic.

and John Cutt, keeping the aforesaid Nicholas Forlynger from the arrest of the aforesaid John Reynolds, had picked and raised divers quarrels against the same Reynolds; And for that one of them had taken the dagger of him, Reynolds, out of its sheath; And for that the said Thomas Gurney had taken and unsheathed the sword of him, John Reynolds, and, if certain bystanders had not hindered him, would have struck him, John Reynolds; And for that he [Gurney] kept the aforesaid John Reynolds in the gaol of the same town as a prisoner, with chains and without chains, for the entire space of six, or at the least four, days; And further libelling against the same Thomas Gurney, Andrew Wakam, and Gilbert Rowpe, by way of articles, that each of them claimed to have, in right of the town called Dartmouth, divers royalties belonging and appertaining to our aforesaid lords, the late king and queen, by virtue and in the prerogative of their Admiralty of England, as wreck of the sea, flotson, jetson, lagon, and other goods found on the sea or seashore, and took, held, and disposed of the same away from the said office [of the Admiralty]; And for that every, or one, of them took upon himself the correcting and redressing of wrongs and other trespasses upon the sea off the shore of Dartmouth aforesaid; And, further, for that a certain warrant out of the Court of Admiralty under the seal of the same Court was delivered to the aforesaid Thomas Gurney to arrest divers persons, under the penalty of two thousand pounds; And for that the said Thomas Gurney did not execute the said warrant, nor returned [the same], but altogether neglected (?) and refused to execute the said order of the lord Admiral, and kept back the letters of the lords of the Privy Council of her Majesty the Queen sent to him for the [execution of the] office aforesaid; And, further, for that the same Thomas Gurney, Andrew Wakam, and Gilbert Rowpe sequestrated divers wines and other goods and merchandise in a bark and two ships called hulks arriving within the haven of Dartmouth aforesaid, and assumed and took upon themselves the disposal of the same, against the will of the aforesaid John Reynolds; And, moreover, for that the aforesaid John Cutt and Gilbert Rowpe, being arrested and attached in the town of Dartmouth aforesaid by an order out of the aforesaid Court of Admiralty to appear in the same court, disobediently withdrew from the custody of him who arrested them, and did not enter into security for their personal appearance in the same court; And, further, for that, in the month of January in the year of our Lord one thousand five hundred and fifty-seven, a certain ship of the burden of fifty or sixty tons sailed from the aforesaid town

navigavit per licenciam cujusdam Cutt adtunc deputati maioris ejusdem oppidi et aliorum contra mandatum consiliariorum regie majestatis et literas eis inde in contrarium missas Ac quod navis illa per littus Gallicum transfretavit et ibidem per Francos capta fuit et Johannes Marshe magister et patronus ejusdem navis ac alii quadraginta vel quinquaginta naute similiter capti fuerunt Ubi revera applicacio navium predictarum ac omnia et singula enormia onera facta et gesta et alia acta res et enormia in articulis predictis et eorum singulis specificata mencionata objecta et allegata contra eosdem Thomam Andream Gilbertum et Johannem sive eorum aliquem habita facta et perpetrata fuerunt infra libertates et jurisdiccionem ville et aqueballivatus de Dartmouthe predicta ac infra corpus predicti comitatus Devonie et non super altum mare nec infra jurisdiccionem marittimam quoquomodo Ac modo vos prefatus David Lewes non solum eosdem Thomam Andream Gilbertum et Johannem ad inde respondendum minus juste astrinxisti verum eciam sentenciam ejusdem curie diffinitivam versus eosdem Thomam Andream Gilbertum et Johannem et judicium super articulis predictis pronunciasti et declarasti ac diversas denariorum summas versus ipsos et eorum quemlibet vigore ejusdem sentencie injuste et illicite taxasti Ac ipsos et eorum quemlibet in execucione superinde habere capere et arrestare totis tuis viribus conaris et indies machinaris in ipsorum predictorum Thome Andree Gilberti et Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum statuti predicti et literarum patencium predictarum Et hoc iidem Thomas Andreas Gilbertus et Johannes parati sunt et eorum quilibet paratus est verificare Unde nobis supplicaverunt iidem Thomas Gurney Andreas Wakam Gilbertus Rowpe et Johannes Cutt sibi de remedio congruo in hac parte provideri Et nos jura dicte corone nostre prout vinculo juramenti astringimur manutenere volentes et contra eadem nolentes ligeos nostros aliqualiter sectis vel sentenciis violari aut disturbari illicitis vobis prohibemus et precipimus . . . (*in common form as in Cleyton c. Spycer, supra, p.* 5) . . . Teste Roberto Catlyn apud Westmonasterium xxiij die Maij anno regni nostri [secundo ?]

of Dartmouth by the licence of one Cutt, the deputy in that behalf of the mayor of the same town, and of others, contrary to the order of the counsellors of the Queen's Majesty, and contrary to letters sent forbidding the same; And for that that ship crossed over to the French shore, and was there taken by the Frenchmen, and John Marshe, the master and owner of the same ship, and forty or fifty other seamen likewise, were captured; Whereas in truth the arrival of the aforesaid ships, and all and singular the wrongs, deeds, and proceedings, and other actions, things, and grievous charges (?) [1] specified, mentioned, objected, and alleged against the same Thomas, Andrew, Gilbert, and John in the aforesaid articles, or against some one of them, were done and committed within the liberties and jurisdiction of the town and water-bailiwick of Dartmouth aforesaid, and within the body of the aforesaid county of Devon, and not upon the high sea, nor in any way within the maritime jurisdiction; And now you, David Lewes, have not only unjustly constrained the same Thomas, Andrew, Gilbert, and John, to make answer thereunto, but have also pronounced and declared the diffinitive sentence of the same Court and [have given] judgment upon the aforesaid articles against the same Thomas, Andrew, Gilbert, and John, and have unjustly and unlawfully assessed divers sums of money against them and each of them, and with all your strength have endeavoured, and day by day contrived, to have, take, and arrest them, and each of them, in execution thereof, to the manifest harm, prejudice, and impoverishment of them, the aforesaid Thomas, Andrew, Gilbert, and John, and against the form and effect of the statute aforesaid and of the letters patent aforesaid; And this the same Thomas, Andrew, Gilbert, and John, and every of them, are and is ready to verify; Wherefore they, Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutt, have petitioned Us that a suitable remedy be furnished them in this behalf; And We, being minded to maintain the rights of Our crown, as by the bond of Our oath We are constrained to do, and being unwilling that in breach of the same Our lieges should in any way be undone and vexed by unlawful suits and sentences, prohibit and enjoin you . . . (*in common form as in Cleyton c. Spycer, supra, p.* 5) . . . Witness Robert Catlyn at Westminster the 23rd day of May in the second (?) year of our reign.

[1] Enormia onera.

VAUGHAN c. WISKYN.

A.D. 1560 File 31, No. 184. Sentence against a shipowner for the value of goods of the plaintiff taken from the defendant's ship in the Thames; libel, File 30, No. 75.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Willielmum Wiskyn tempore spoliacionis bonorum libellatorum dominum et proprietarium navis vocate an hoy libellate atque quendam Richardum Richardson eciam libellatum dicto tempore magistrum exercitorem sive gubernatorem principalem ejusdem navis libellate fuisse dictumque Richardum Richardson una cum suis complicibus Wiellielmum Pytte famulum dicti Cuthberti Vaughan de bonis et rebus libellatis spoliasse Eundem igitur Willielmum Wiskyn ad restituendum bona et res libellata si extent alioquin eorum veros valores dicto Cuthberto Vaughan de jure teneri et compellendum fore debere et cum effectu sic compelli pronunciamus decernimus et declaramus Necnon eundem Wiellielmum Whiskyn in bonis et rebus predictis si ut prefertur extent alioquin in eorum vero valore quem ad summam xv^{s} viij^{d} juxta ipsius Wiellielmi Wiskyn confessionem coram nobis judicialiter factam moderamus et estimamus atque eciam in expensis legitimis . . . (*condemnation in common form*)

MASON c. TRIPPE.

A.D. 1560 File 31, No. 169. Article upon first decree declaring title to a ship ransomed by her master.

In dei nomine Amen Coram vobis . . . (*in common form*) . . . pars honesti viri Johannis Mason contra et adversus quandam navem vocatam the Marie Thomas ac apparatus ejusdem ad ipsum spectantes ac contra Johannem Trippe ac contra quemcunque alium . . . (*in common form*) . . . in jure proponit Quod nuper vigente bello inter subditos hujus incliti regni Anglie et subditos Gallorum regis prefatus Johannes Mason tunc master sive magister dicte navis vocate the Marie Thomas fuit jure belli per subditos dicti Gallorum regis tanquam justa preda unacum dicta nave et apparatus [1] ejusdem captus Ac postquam dicti Galli ad [1] predictum Johannem Mason regnum Gallie cum nave predicta adduxerat [1] et in quieta possessione dicte navis et apparatus ejusdem fuerunt idem Johannes Mason eandem navem

[1] Sic.

VAUGHAN c. WISKYN.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the beforenamed William Wiskyn at the time of the spoiling of the goods libellate was the owner and proprietor of the ship called a hoy libellate; And that one Richard Richardson, also libellate, at the said time was master, charterer, or principal commander of the same ship libellate; And that the said Richard Richardson, together with his abettors, spoiled William Pytte, the servant of the said Cuthbert Vaughan, of the goods and things libellate; And therefore that he, William Wiskyn, is of right bound and ought to be compelled to make restitution to the said Cuthbert Vaughan of the goods and things libellate, if they are in existence, and if not, of their true value, and that he be so compelled [to make restitution]; And further by this Our diffinitive sentence . . . We condemn him, William Wiskyn, in the aforesaid goods and things, if they are in existence as aforesaid, and if not, in their true value, which We estimate and assess at the sum of 15*s.* 8*d.*, according to the confession of him, William Wiskyn, made in court before Us, and in costs . . . (*in common form*).

MASON c. TRIPPE.

In the name of God Amen Before you . . . (*in common form*) . . . the party of the honest man, John Masón, against a certain ship called the 'Mary Thomas' and her apparel to him belonging and against whomsoever else . . . (*common form*) . . . in law propounds: That lately in time of war between the subjects of this famous realm of England and the subjects of the King of the French the aforesaid John Mason, then master of the said ship called the 'Mary Thomas,' was captured, together with the said ship, in right of war, as good prize, by the subjects of the said king of the French; And that, after the said Frenchmen had brought the aforesaid John Mason, with the aforesaid ship, to the realm of France, and were in quiet possession of the said ship and of the apparel of the same, the same John Mason bought the same

vocatam the Mary Thomas cum apparatu ejusdem a Gallis predictis captoribus ejusdem pro certo precio inter eos tunc convento emebat et eandem navem cum apparatu ejusdem legitime acquisivit ac post premissa dictus Johannes Trippe prenominatum Johannem Mason a possessione ejusdem navis et apparatus absque aliqua auctoritate saltem sufficienti ejecit et ipsum de premissis injuste spoliavit Unde dictus Johannes Mason spem aliam . . . (*in common form*)

TREWYNERD c. TREWYNERD.

A.D. 1560 File 31, No. 78. Sentence condemning defendant in value of tithes of fish landed at St. Ives. See also File 30, Nos. 101, 224; File 31, No. 87; File 32, No. 222, protest of appeal. Trewynerd c. Newton, File 32, Nos. 58, 122; File 33, No. 252, is a similar suit upon the same matter.

. . . Idcirco Nos David Lewis . . . (*in common form*) pro jure titulo et possessione seu quasi rectorum et proprietariorum quorumcunque rectorie sive ecclesie parochialis Sancti Unini juxta Lalant cum capella de Saynt Ives in comitatu Cornubie eidem ecclesie spectanti prelibellatorumque rectorum sive proprietariorum antedictique Martini Trewynerd firmarii eciam ibidem moderni in decimis et juribus omnibus et singulis libellatis et infra eandem parochiam et capellam eidem predictam finesque et limites earundem qualitercunque et quandocunque provenientibus et contingentibus jusque percipiendi et habendi easdem decimas omnes et singulas ad rectores sive proprietarios ipsorum firmarios quoscunque pro tempore existenti antedictumque Martinum firmarium hujusmodi jure et nomine ipsius rectorie sive ecclesie parochialis predicte spectasse et pertinuisse ac sic spectare et pertinere debuisse et debere eciam infuturum pronunciamus decernimus et declaramus Necnon Henricum Allen Johannem William Johannem Raine Laurencium Goodalle Richardum Barbar Henricum Raine Thomam Perkyne Richardum Man Unian' [?] Johannem Davy Johannem Andrewe Johannem Polkinhorn Richardum Jennin Peris Michell Thomam Syse Henricum Otes Johannem Bossawe Rawe Ewryn et Richardum Carrim in quarto articulo dicti libelli nominatos ac ceteros inhabitantes de Saynt Ives necnon dominos et proprietarios trium navicularum vulgariter vocatarum the Peter the Tregenna and the Lanse de S^{t} Unini predicta ac dominos et proprietarios quatuor navicularum vocatarum fowre swayn boates alias dictarum heringes pisces in dicto quarto articulo mencionatos infra

ship called the 'Mary Thomas,' with the apparel of the same, from the aforesaid Frenchmen who captured her, for a fixed price agreed upon between them, and lawfully acquired the same ship with her apparel; And that, after the premises, the said John Trippe, without any, at least any sufficient authority, deprived the aforenamed John Mason of the possession of the same ship and apparel, and unjustly spoiled him of the premises; Wherefore the said John Mason having no other hope . . . (*in common form*)

TREWYNERD c. TREWYNERD.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, for the right, title, and possession, or quasi-possession of the rectors and proprietors, whosoever they be, of the rectory or parish church of St. Wenn, near Lelant, together with the chapelry of St. Ives, in the county of Cornwall, belonging to the same parish, and of the rectors libellate, and of the aforesaid Martin Trewynerd, the present farmer thereof, in the tithes and all and singular the rights libellate and within the same parish and the aforesaid chapelry thereto and being within the boundaries and limits of the same, howsoever and whensoever accruing and happening; And that the right of receiving and having all and singular the same tithes belonged and appertained, and so ought now and in the future to belong and appertain, to the rectors or to the proprietors, the farmers thereof for the time being, whosoever they may be, and to the aforesaid Martin, as such farmer, in right and in the name of the rectory or parish church aforesaid; And We also pronounce, decree, and declare that Henry Allen, John Williams, John Raine, Laurence Goodalle, Richard Barbar, Henry Raine, Thomas Perkyne, Richard Man . . . John Davy, John Andrewe, John Polkinhorn, Richard Jennins, Peris Michell, Thomas Syse, Henry Otes, John Bossawe, Rawe Ewryn, and Richard Carrim, named in the fourth article of the said libel, and the other inhabitants of St. Ives, and also the owners and proprietors of three boats commonly called the 'Peter,' the 'Tregenna,' and the 'Lanse,' of St. Wenn aforesaid, and the owners and proprietors of four boats called four swayn [1] boats captured and took the fish otherwise called herrings [?] mentioned in the said fourth article, within the ebb and

[1] Sein (?)

fluxum et refluxum maris jurisdiccionemque marittimam curie principalis Admirallitatis Anglie ac infra precinctum finesque et limites ac loca decimabilia dicte parochie Santi Unini et capelle de Saynt Ives cepisse et apprehendisse ac in suis naviculis ad littus dicte parochie adduxisse Ac postea decimas seu decimam partem dictorum piscium ut prefertur captorum per prenominatum Georgium Trewynerd seu ejus in ea parte deputatum absque aliqua auctoritate saltem legitima injuste receptos fuisse ac in usus suos proprios conversos fuisse Ipsumque Georgium Trewynerd ad tradicionem seu deliberacionem decimarum hujusmodi sic ut prefertur per eum perceptum debite requisitum fuisse et injuste recusasse easque tradere et deliberare debere de jure eciam teneri pronunciamus decernimus et declaramus Dictumque Georgium Trewynerd in decimis predictis si extent alioquin in earum vero valore quem quidem valorem ad summam iij^{li} juxta ipsius Georgii confessionem judicialiter in hac [causa] [1] factam estimamus et moderamur Necnon eundem Georgium Trewynerd tam in decimis hujusmodi modo quo prefertur per eum perceptis et non solutis quam in expensis . . . (*condemnation in common form*)

DE CURIEL c. FORDE.

A.D. 1560 File 31, No. 67. French ordinance as to enemies' goods in friends' ships, and friends' goods in enemies' ships.[2] See *ibid.* Nos. 76, 105, 144; File 29, No. 33; File 30, No. 217; File 32, No. 109. As to the practice of the English Admiralty, see Cl. 10 Ed. III. Pt. 1, m. 24; 20 Hen. VI. c. 1.

Si les navires Francoises font aucunes prinses des navires des amis et alliez esquelz y ayt aucunes marchandises ou traffique appartenant aux ennemis le tout sera declaire de bonne prinse et confisqué

Et pource que par cy devant soubz couleur des practiques et intelligences qu'ont aucunes de noz alliez et confederez avecques noz ennemys Lors qu'il y avoyt aucune prinse faicte par mer par noz subjectez plusieurs proces se suscitoyent par nosditz alliez voulant dire que les biens prins en guerre leur appartiennent soubz ombre de quelque part et porcion qu'ilz avoyent avecques nosditz ennemies dont se sont ensuyvies grosses condemnacions à lencontre des nosditz subjectz Au moyen de quoy iceulx noz subjectz ont depuis crainct equipper navires en guerre pour nous faire service et endommager nos dictz ennemis Nous pour remedier à telles fraudes et affin que nosdictz subjectz reprennent leur couraige et ayent meilleur desir

[1] This word has fallen out.

[2] See Phill. Int. Law, 2nd ed. iii. 310.

flow of the sea, and within the maritime jurisdiction of the principal court of the Admiralty of England, and within the precinct and boundaries and limits and titheable places of the said parish of St. Wenn and of the chapelry of St. Ives, and brought the same to the shore of the said parish; And that afterwards George Trewynerd or his agents in that behalf, without any lawful authority, received and converted to their own use the tithes or the tenth part of the fish so caught as aforesaid by the persons aforenamed; And that he, George Trewynerd, was duly asked to deliver or give up such tithes so received by him as aforesaid, and unjustly refused to do so; And also that he is of right bound, and ought, to deliver up the same; And We condemn him, George Trewynerd, in the tithes aforesaid, if they are in existence, and if not, then in their true value, which We estimate and assess at the sum of £3, according to the admission of him, George, made in court in this cause, and in costs . . . (*in common form*)

DE CURIEL c. FORDE.

(*Contemporary translation.*)

Yf any Frensh shipp make prise of any shipps of such as be our frends or allies in which shipps there be any merchaundizes or traffick apperteining to the ennemies the whole shalbe declared good prise.

Because that heretofore under color of practise and intelligence that some of our allies and confederattes share with our ennemies when there was any prise made on sea by our subjectes many processes were moved by our said allies saying that the goodes taken in warr belonged unto them under color of some part or portion which they had with our said enemies Whereuppon hath followed great damages to our said subjectes By meanes whereof our said subjectes have feared ever sethence to trime or appointe any shipps of warr to doo us service, and to endomage our said enemies We desyringe to remedy suche deceiptes and to thend that our said subjectes may be the better encoraged and have the more desyer and occasion to trime

et occasion dequipper navires en guerre par mer avons voulu et ordonne voulons et ordonnons suyvant autres noz ordonnances que si les navires de nosdictz subjects son prinses par mer d'aucunes navires appartenans à autres noz subjects ou à noz alliez confederez et amis esquelz y ayt biens marchandises ou gens de noz ennemis ou bien aussi navires de nosdictz ennemis esquelles y ayt personnes marchandises ou autres biens de nosdictz subjectz alliez confederez et amys ou esquelles nosdictz subjectz confederéz et alliéz fussent partionniers en quelque portion que le tout soit declairé de bonne prinse

RAVENS c. HOPTON.

A.D. 1561 File 32, No. 230. Sentence on policy of assurance; File 31, No. 102, the (copy) policy is printed *supra*, p. 51. The libel is File 31, No. 153, and the answer *ibid.* Nos. 27–28. The defence was that the goods were assured by two policies, and that the second was therefore void; also, that the goods were not loaded at San Lucar, but at Cadiz; see also *ibid.* No. 11, allegation that goods to the value of £43, besides those specified in the bill of lading, were put on board in a chest at Seville in the presence of George Hopton.

. . . Idcirco Nos David Lewes . . . (*in common form*) . . . prenominatum Georgium Hopton summam quinquaginta librarum legalis monete Anglie ex quodam contractu civili et marittimo inter dictos Johannem Ravens et Georgium Hopton inito habito et facto prefato Johanni Ravens tam juxta ipsius Georgii Hopton confessionem coram nobis judicialiter factam et penes Regestrarium [1] hujusmodi curie remanentem quam per alias probaciones legitimas in dicta causa habitas et factas debuisse et debere necnon ad solvendum eandem summam dicto Johanni Ravens de jure teneri et compellendum fore pronunciamus decernimus et declaramus . . . (*condemnation in £50 and costs in common form*)

SPRYNGHAM c. WALLETT.

A.D. 1561 File 32, No. 210. Prohibition. Spryngham, as holder of a promissory note payable to Tuckyng or bearer, (*ibid.* Nos. 231–232), sued Wallett, the maker, for the amount of the note. The libel, *ibid.* No. 232, alleges that the debt arose upon a civil and maritime contract made beyond sea. The prohibition issued upon the ground that the contract was made in London. See also the allegation, *ibid.* No. 223, of payment or set off.

Elizabetha . . . (*The writ begins in the usual form, reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3, *and continues:*) . . . Quidam tamen

[1] In the original 'Regestium.'

shipps of warre by sea have wylled and ordeyned and do wyll and ordeine accordinge to our other ordinances that yf the shipps of our subjectes do make prise by sea of any shippe apperteinyng to other our subjectes or our allies confederates and frends in the which there be any goodes marchandizes or men of our enemies either else the shipps of our said enemies in the which there be eyther persons marchandizes or other goodes of our said subjectes allies confederattes and frendes or in the which our said subjectes confederates and allies might be parteners in any portion that the whole may be declared good prise.

RAVENS c. HOPTON.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the beforenamed George Hopton owed and owes to the aforesaid John Ravens the sum of fifty pounds of lawful English money upon a civil and maritime contract entered into had and made between the said John Ravens and George Hopton [such contract being proved], as well by the admission of him, George Hopton, judicially made before Us and remaining in the hands of the Registrar of this court as by other lawful proofs had and made in the said cause; And also that he ought of right to be compelled to pay the same sum to the said John Ravens . . . (*condemnation in £50 and costs in common form*)

SPRYNGHAM c. WALLETT.

Elizabeth . . . (*The prohibition begins in common form, reciting the Statutes of Ric. II., and continues :*) . . . Nevertheless one Richard

Richardus Spryngham civis et grocerus Londonie leges et statuta predicta minime ponderans machinans ipsum Petrum Wallett contra debitam legis hujus regni Anglie formam ac contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare ipsum Petrum Wallett [1] in curia Admirallitatis coram vobis de eo quod dictus Petrus Wallett mense Julij anno domini millesimo quingentesimo sexagesimo jam ultimo elapso fuit ex quodam contractu civili et marittimo [in partibus] [2] ultramarinis habito et facto cuidam Rutgero Tuckynge in summa nonaginta quinque librarum et decem solidorum sterlingorum certis diebus jam preteritis effluxis et elapsis [solvenda] [2] obligatus et indebitatus prout per quasdam literas obligatorias desuper confectas manu propria dicti Petri Wallett subscriptas ac ejus consueto signo signatas [plenius apparet] [2] ac prefato Rutgero Tuckyng seu alio [1] ejus factori sive deputato per ipsum Petrum Wallett pro ejus facto et actu traditas et deliberatas tenoris seu saltem effectus scedula libello in dicta curia Admirallitatis per predictum Richardum Spryngham exhibito annexa Ac eojam quod dictus Rutgerus Tuckynge ex quodam contractu civili et marittimo eciam in partibus marinis [3] habito et facto fuit et est indebitatus et obnoxius prefato Richardo Springham in dicta summa nonaginta quinque librarum decem solidorum Et ultra eoque obtentu ac aliis forsan causis racionabilibus et legitimis post et citra premissa ac premissorum obtentu dictus Rutgerus Tuckynge de et cum expressis consensu et assensu prefati Petri Wallett dictas litteras obligatorias prelibellato Richardo Spryngham tradidit et deliberavit Ac ipsi Richardo Springham accionem suam ex premissis contra dictum Petrum Wallett competentem cessit ac eum procuratorem suum ad recipiendum dictum debitum in rem suam constituit Dictusque Petrus Wallett se soluturum dictam summam nonaginta quinque librarum et decem solidorum sterlingorum in dictis litteris obligatoriis mencionatam dicto Richardo Springham nomine debiti et pro debito hujusmodi sepius ac iteratis vicibus seu saltem semel palam et publice pollicitus est et solucionem ejusdem in se acceptavit traxit in placitum Ubi revera predicta billa obligatoria facta scripta et deliberata fuit eidem Rutgero Tuckynge infra corpus Comitatus Londonie videlicet in parochia Sancte Marie de Arcubus in warda de Cheap London' pro diversis mercimoniis per predictum Petrum Wallett infra corpus comitatus civitatis Londonie videlicet in parochia et warda predictis de prefato Rutgero emptis et non pro aliqua causa sive aliquo contractu civili vel marittimo prout predictus Richardus Spryngham versus ipsum Petrum Wallett in dicta curia

[1] Sic. [2] These words have fallen out. [3] Mistake for 'ultramarinis.'

Spryngham citizen and grocer of London, not weighing the laws and statutes aforesaid, [and] contriving unlawfully to trouble, oppress, and vex him, Peter Wallett, against due form of the law of this realm of England and against the form and effect of the aforesaid statutes has drawn him into a suit before you in the Court of Admiralty, for that the said Peter Wallett in the month of July in the year of our Lord 1556 last past was bound and indebted upon a civil and maritime contract had and made in [parts] beyond sea to one Rutger Tuckynge in a sum of £95 10*s*. sterling [to be paid] on a certain day now past, gone, and elapsed, as [more fully appears] by certain letters obligatory thereupon made and subscribed with the proper hand of the said Peter Wallett, and signed with his usual sign, and handed and delivered to the aforesaid Rutger Tuckynge or to his agent or factor by him Peter Wallett as his act and deed, being of the tenor or effect [contained] in the schedule annexed to the libel exhibited by the said Richard Spryngham in the said Court of Admiralty; And for that the said Rutger Tuckyng was and is indebted and liable to the said Richard Spryngham upon a civil and maritime contract had and made in parts [beyond] sea in the said sum of £95 10*s*.; And, further, for that by reason of the premises and for other reasonable and lawful causes, after and since the premises, and by reason of the premises, the said Rutger Tuckynge by and with the express consent and assent of the aforesaid Peter Wallett handed and delivered the said letters obligatory libellate to Richard Spryngham, and assigned to him, Richard Spryngham, his action that lay upon the premises against the said Peter, and constituted him his agent to receive the said debt on his own account; And the said Peter Wallett often and upon several occasions, or at least once, openly and publicly promised that he would pay the said sum of £95 10*s*. sterling mentioned in the said letters obligatory to the said Richard Spryngham in respect of and for the [aforesaid] debt, and took upon himself the payment of the same; [And so the said Richard Spryngham] has drawn [him Peter Wallett] into a suit before you in the Court of Admiralty; Whereas in truth the aforesaid bill obligatory was made, written, and delivered to the same Rutger Tuckynge within the body of the county of London, to wit, in the parish of Saint Mary le Bow in the ward of Cheap in London, touching divers wares bought by the aforesaid Wallett of the aforesaid Rutger within the body of the county of the city of London, to wit, in the parish and ward aforesaid, and not for any civil or maritime cause or contract, as the aforesaid Richard Spryngham alleged, against him, Peter, in the said Court of Admiralty; And the same

Admirallitatis libellando allegavit Ac idem Richardus Spryngham dictum Petrum Wallett ad inde respondendum ac ad reddendum eidem Richardo dictas nonaginta quinque libras et decem solidos per diffinitivam dicte curie Admirallitatis sentenciam totis suis viribus conatus et indies machinatus in nostri contemptum . . . (*the rest in common form as above, p.* 5, *with prohibition tested by Catlyn, C.J.Q.B., dated* 17*th June* 1561)

TYSER c. THOMPSON.

A.D. 1561 File 32, No. 93. Sentence for wrongful arrest of a ship at Amsterdam; see also *ibid.* Nos. 123, 156, 211.

. . . Idcirco nos David Lewes . . . (*in common form, pronouncing that John Tyser was owner of the 'Barke' of Sandwiche and of her cargo of coals*) . . . Necnon dictam navem apparatusque et ornamenta ejusdem in portu de Hamsterdame per prenominatos Johannem Allerson et Novinum Thompson nulliter et injuste ac sine aliqua saltem legitima causa detentam atque arrestatam atque eo protextu dictum Johannem Tyser damnum jacturam et interesse passos fuisse et esse ac sustinuisse ad summam sive valorem xx^{li} pronunciamus decernimus et declaramus Necnon prenominatum Johannem et Novinum . . . (*condemnation in common form*)

TYE c. SPRYNGHAM.

A.D. 1561 File 32, No. 19. Sentence for half wages upon the abandonment of the voyage through stress of weather; law of Oleron; libel, *ibid.* No. 50.

. . . Idcirco Nos David Lewis . . . (*in common form*) . . . prenominatum Richardum Spryngham anno et mensibus libellatis eorumve mensium quolibet pluribus uno sive aliquo navis libellate vocate the Josephe of London ejusque apparatus et ornamentorum dominum et proprietarium fuisse atque cum prenominato Georgio Tye et ceteris ejus litisconsortibus predictis ad faciendum et expediendum viagium libellatum cum navi hujusmodi et ceteris premissis a portu Southampton' per altum mare ad portum de Burdeux pepigisse et convenisse atque eosdem agentes omnes et singulos in ea parte per se et ejus deputatum salariasse et conduxisse atque magistrum et marinarios ejus navis predicte constituisse et deputasse Necnon ad solvendum vel solvi faciendum eidem Georgio Tye et ceteris ejus litisconsortibus predictis summas sive salarium in schedula libello predicto annexa respective mencionatas pro viagio predicto fideliter promisisse juxta confes-

Richard Spryngham strove, and daily contrived, with all his strength [to compel] the said Peter Wallett by the diffinitive sentence of the said Court of Admiralty to make answer thereupon and to pay to him, Richard, the said £95 10*s.* in contempt of us . . . (*prohibition in common form; the writ is tested by Catlyn, C.J.Q.B., and is dated the* 17*th June* 1561)

TYSER c. THOMPSON.

. . . Therefore We, David Lewes, . . . (*in common form, finding that John Tyser was owner of the 'Barke' of Sandwich and of her cargo of coals*) . . . And also that the said ship, and the apparel and furniture of the same, was invalidly and unjustly and without any lawful reason detained and arrested in the harbour of Amsterdam by the before-named John Allerson and Novinus Thompson; And that by reason thereof the said John Tyser suffered damage loss and [loss of] interest to the sum or amount of £20 . . . (*condemnation in common form*)

TYE c. SPRYNGHAM.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the abovenamed Richard Spryngham in the year and months libellate, or in some or one of those months, was the owner and proprietor of the ship libellate called the 'Joseph' of London, and contracted and agreed with the abovenamed George Tye, and the others his co-plaintiffs, to make the voyage libellate with such ship and other the premises from the port of Southampton over the high sea to the port of Bordeaux; And that he, personally, or by his agent, hired and agreed to pay wages to all and singular the plaintiffs, and appointed and made them the master and mariners of the aforesaid ship; And also that by the admission of him, Richard, judicially made before Us in this behalf and now remaining in Our registry (which admission We deem, and wish to be deemed, as here read and inserted, so far as requisite), he [Richard] faithfully promised to pay to

sionem ipsius Richardi coram nobis in hac parte judicialiter factam et in registro nostro remanentem quam pro hic lecta et inserta habemus et haberi volumus quatenus expedit pronunciamus decernimus et declaramus Ipsumque Georgium Tye et ceteros ejus litisconsortes predictos in dicta nave a dicto portu Southampton' ad altum mare versus dictum portum de Burdeux iter sive viagium arripuisse et incepisse Atque non multum a loco marittimo vocato the Forne Rock juxta partes marittimas Britannie vi et tempestate maris et procellarum aque malum Anglice dictum their mayne maste fractum atque magistrum marinarios et navem predictam tempestate maris predicta abinde contrario vento in portum de Portismouth conjectos et repulsos fuisse ipsosque Georgium Tye et ceteros ejus litisconsortes predictos post premissa existente dicta navi apud Portesmouth ex eadem nave occasione et mediis dicti Richardi Spryngham dimissos[1] fuisse et esse eciam pronunciamus decernimus et declaramus Prenominatumque Richardum Spryngham premissorum obtentu ad solucionem et restitucionem cuilibet dictorum agentium dimidiam partem ejus salarii sive stipendii conventi predicti in dicta scedula libello predicto ut prefertur annexa respective mencionati de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus Necnon eundem Richardum Spryngham . . . (*condemnation in common form*)

In re FABYAN, CAINE c. FABYAN.

A.D. 1562 File 33, No. 131. Prohibition. Caine, being owed money by Fabyan, arrested Fabyan's wine in a suit, to which Fabyan made no appearance. Before he could get possession, Caine was compelled to pay £77 6*s*. 8*d*. for duty upon the wine. Thereupon he sued Fabyan in Admiralty for this sum, and Fabyan applies for the prohibition. Libel, File 33, No. 315.

The prohibition begins in the same form as that in Spryngham c. *Wallett, supra, and proceeds as follows:*

. . . De eo quod cum predictus Jacobus Caine solvisset cuidam Thome Smyth telonario sive custumario nostro in portu Londonie pro custumia diversorum doliorum vini Gasconici sive Gallici vocatorum tonnes of wine predicti Johannis Fabyan septuaginta septem libras sex solidos et octo denarios currentis monete Anglie nobis debitos ut asserit idem Johannes Fabyan dictam summam prefato Jacobo resolvere contradixit et renuit ipsumque Johannem in curia Admirallitatis attachiavit coram vobis comparere ac eidem Jacobo

[1] This word is interlineated, in the judge's (?) handwriting, the words 'expulsos et exoneratos' being struck out. Other words as to expenses incurred by the plaintiffs in journeying to London are also struck out after 'declaramus' below.

the same George Tye, and the others his co-plaintiffs, for the voyage aforesaid, the sums or salaries respectively mentioned in the schedule annexed to the aforesaid libel; And We also pronounce, decree, and declare that he, George Tye, and the others his co-plaintiffs aforesaid, undertook and began the journey or voyage over the high sea from the said port of Southampton to the port of Bordeaux; And that not far from a place in the sea called the Forne Rock, near the maritime parts of Brittany, by the force of the sea and weather their mainmast was carried away, and the masters and mariners and the ship aforesaid were driven and forced back by the aforesaid tempest and sea to the port of Portsmouth; And that they, George Tye, and the others his co-plaintiffs aforesaid, the said ship being at Portsmouth, were by the means and by reason of the said Richard Spryngham dismissed from the same ship; And We also pronounce, decree, and declare that the abovenamed Richard Spryngham by reason of the premises is of right bound and should be compelled to make good to each of the said plaintiffs one half part of his wages or salary aforesaid agreed upon and respectively mentioned in the said schedule annexed, as aforesaid, to the aforesaid libel . . . (*condemnation in common form*)

In re FABYAN, CAINE c. FABYAN.

(*The writ begins in the same form as that in Spryngham* c. *Wallett, supra, and continues:*)

. . . For that, whereas the aforesaid Jacob Caine had paid to one Thomas Smyth, Our collector or customer in the port of London, for the customs duty upon divers casks of Gascon or French wine, called tuns of the wine aforesaid, belonging to John Fabyan, £77 6*s.* 8*d.* of current English money due to Us, as he asserts, the same John Fabyan refused and objected to repay the said sum to the aforesaid Jacob, and unjustly constrained him, John, who was attached in the Court of Admiralty, to appear before you, and also to make answer to

ad inde respondendum minus juste astrinxit ac ipsum Johannem superinde in eadem curia condempnari totis suis viribus conatus et indies machinatus in nostri contemptum et ipsius Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum legum actuum et statutorum predictorum Et hoc idem Johannes paratus est verificare una cum hoc quod idem Johannes verificare vult quod solucio pecuniarum predictarum ac onus contractus superinde inter ipsos Johannem et Jacobum habiti sive facti fuerunt habiti et facti [1] infra corpus comitatus civitatis Londonie et non super altum mare nec infra jurisdiccionem marittimam Ac pro eo quod per libellum per ipsum Jacobum contra dictum Johannem in predicta curia Admirallitatis exhibitum ac curie nostre hic ostensum plene apparet quod materia in eadem [1] contenta in dicta curia Admirallitatis juxta leges regni nostri Anglie nullo modo determinari potest . . . (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated* 11*th June* 1562)

REVELL c. BONA STRINGAR.

A.D. 1562 File 33, No. 36. First decree; non-delivery of goods contracted to be carried from Hull to Stockwith.

In dei nomine Amen Coram vobis . . . Pars probi viri William Revell . . . in jure proponit Quod mensibus . . . (*all in common form*) . . . prenominatus Willelmus Revell fuit et est dominus et proprietarius legitimus seu quasi duorum le hogges headdes of whyte wyne and certen yron aliorumque bonorum rerum et mercium quodque idem Willelmus cum predicto Thoma Stryngar de fideliter transportando bona res et merces predicta infra duos aut tres dies immediate sequentes contractum eorum in ea parte a portu de Hullen' per mare flumenque et refluxum maris ad locum marittimum vocatum Stockwythe infra jurisdiccionem marittimam Admirallitatis Anglie pro certo naulo inter eos in ea parte convento et dicto Thome Stringar soluto pepigit contraxit et convenit idemque Thomas de perimplendo contractum et convencionem hujusmodi prefato Willelmo Revell bona fide promisit atque dicta bona res et merces ab eodem ad finem et effectum predictum recepit et habuit prefatusque Willelmus Revell curros quosdam et cetera in ea parte

[1] Sic.

Jacob thereupon, and has daily, with all his strength, striven and contrived to have him, John, condemned thereon in the same cause, in contempt of Us and to the manifest damage, prejudice, and impoverishment of him, John, and against the form and effect of the laws acts and statutes aforesaid; And these things the same John is ready to prove, together with this [also, namely,] that the same John desires to prove that the payment of the aforesaid moneys and the liability upon the contract had or made thereupon between them, John and Jacob, were made and undertaken within the body of the county of the city of London and not upon the high sea nor within the maritime jurisdiction; And for that by the libel exhibited in the aforesaid Court of Admiralty by him, Jacob, against the said John and here shown to Our court it fully appears that the matter contained in the same can in no way be determined in the said Court of Admiralty according to the laws of Our realm of England . . . (*prohibition in common form tested by Catlyn, C.J.Q.B., and dated* 11*th June,* 1562)

REVELL *c.* BONA STRINGAR.

In the name of God Amen. Before you . . . the party of the honest man William Revell . . . (*all in common form*) . . . propounds in law: That the beforenamed William Revell was and is owner and lawful proprietor or quasi [owner and proprietor] of two hogsheads of white wine and of certain iron and other goods, things, and wares; And that the same William promised, contracted, and agreed with the aforesaid Thomas Stringar to faithfully carry by sea and upon the ebb and flow [1] of the sea the goods things and wares aforesaid within two or three days immediately following their contract in that behalf from the port of Hull to the maritime place called Stockwith, within the maritime jurisdiction of the Admiralty of England, for a certain freight agreed upon in that behalf between them and paid to the said Thomas; And that he, Thomas, faithfully promised the aforesaid William Revell to perform such contract and agreement, and received and had the said goods, things, and wares to the end and for the purpose aforesaid; And that the aforesaid William Revell, on the day or at the time appointed in that behalf at his heavy or great expense hired, procured, sent, and appointed certain waggons and other things necessary in that behalf [to go] from the town of

[1] Flumenque et refluxum maris.

necessaria ab oppido de Mannfeld in Sherewood in comitatu Nottingham' ubi commoratur ad dictum maris locum vocatum Stockwith distantem prope viginti miliaria aut circiter die sive tempore in ea parte constituto ad vehendum bona et res et merces hujusmodi ab illinc ad domum suam ejus gravibus et onerosis sumptibus salariavit conduxit misit et destinavit Dictus tamen Thomas Stringar premissis non obstantibus ejus contractum et promissum predict' perinpendens alia viagia unum dua [1] vel plura ad partes alias cum ejus navicula predicta eciam per spacium x ix viij vij vj aut v hebdomadas peregit aut fieri procuravit cujus temporis cursu non solum dicta bona res et merces dicti Willelmi Revell culpa incuria et negligencia dicti Thome Stringar saltem maxima ex parte dilapidata divastata et corrupta fuerunt verum eciam vehicule sive curris [1] que ad effectum predictum providebat et destinavit vacuos et inanes [1] revertebant quorum quidem premissorum obtentu Idem Willelmus dampnum et jacturam in ejus bonis rebus et mercimoniis et ceterorum premissorum obtentu passus est ac sustinuit et habuit ad summam sive valorem vj^{li} xiij^{s} iiij^{d} quodque dictus Thomas Stringar ad solvendum et satisfaciendum memorato Willelmo Revell de et pro ejus dampnis et jacturis predictis sepius seu saltem semel debite requisitus hoc facere penitus recusavit seu saltem plus justo distulit et differt Unde dictus Willielmus Revell spem aliam . . . (*arrest of the goods, and prayer to be put into possession in common form*)

In re FABYAN, JAKES c. FABYAN.

A.D. 1564 File 35, No. 171; Mandamus on 2 Hen. V. c. 3, ordering a libel to be delivered to Fabyan, and prohibition. The suit was for the balance of money owing to Jakes upon a bill drawn by Fabyan in Bordeaux, part of the amount having been recovered by Jakes upon a first decree against wine of Fabyan; see File 33, No. 255, libel dated June 18, 1562, No. 88, sentence dated Feb. 10, 1562; first decree, *ibid.* No. 280 dated May 25, 1562. See also In re Fabyan, Caine c. Fabyan *supra* p. 123.

Elizabeth . . . Edwardo Fynes . . . Domino Clynton et Say magno Admirallo . . . suove . . . locumtenenti Salutem . . . Ex gravi querela Johannis Fabyan accepimus quod cum idem Johannes attachiamento et arresto per vos versus eundem Johannem ob certas causas ad promocionem Johannis Jakes adjudicato ad diem et locum ei addictum coram vobis comparens obtemperaverit et obedierit Idemque Johannes Fabyan ad inde juxta juris exigen-

[1] Sic.

Mansfield [1] in Sherwood in the county of Nottingham, where he lived, to the said maritime place called Stockwith, distant nearly twenty miles or thereabouts, to carry such goods, things, and wares from thence to his house; Nevertheless that the said Thomas Stringar, notwithstanding the premises, not regarding [2] [?] his aforesaid contract and promise, performed or caused to be made with his aforesaid ship one [or] two or more other voyages to other places, even for the space of 10, 9, 8, 7, 6, or 5 weeks; In the course of which time not only were the goods, things, and wares of the said William Revell, for the most part at least, deteriorated, wasted, and spoilt by the fault, carelessness, and negligence of the said Thomas Stringar, but also the vehicles or waggons which he had provided and appointed for the purpose aforesaid came back empty and unoccupied; And by reason of the premises he, William, suffered sustained and incurred damage and loss in his goods, things, and wares, and [otherwise] by reason of the premises, to the amount or sum of £6 13*s.* 4*d.*; And that the said Thomas Stringar . . . (*delays to satisfy Revell for his loss; and Revell, having no other hope &c., arrests the goods; and prays to be put into possession thereof in common form*)

In re FABYAN, JAKES c. FABYAN.[3]

Elizabeth . . . to Edward Fynes . . . Lord Clinton and Say, high Admiral, . . . or to his lieutenant, Greeting: . . . Upon the grievous complaint of John Fabyan We have heard that whereas he, John, in submission and obedience to an attachment and arrest issued against him, John, at the instance of John Jakes, appeared before you at the day and place appointed for him; And he, John Fabyan, in order that he might make answer thereupon according

[1] Mannfeld [?].

[2] perinpendens.

[3] The judge obeyed this writ under protest: 'decrevit non esse antedicto brevi obtemperandum, ne tacite videretur agnoscere jurisdictionem sue majestatis marittimam esse ecclesiasticam aut spirituallem cum omnino sit temporalis et profana; concedens nihilominus antedicto Johanni Fabyan copiam libelli ex parte cujusdam Jackes contra eum alias datum per Registrarium hujus curie sibi tradendum, sed non vigore aut virtute predicti brevis.' See Miscell. 29.

ciam respondendum petiit libellum sive articulos ei juxta formam statuti[1] domini Henrici nuper Regis Anglie quinti progenitoris nostri anno regni sui secundo editi sine difficultate liberari Vosque statutum illud nihili pendens ac illud minime ponderans aliquem libellum sive aliquos articulos de premissis eidem Johanni Fabyan liberari distulistis et adhuc differtis in nostri contemptum et ipsius Johannis Fabyan dampnum et depauperacionem manifesta ac contra formam et effectum statuti predicti Nos volentes statutum illud in omnibus suis articulis inviolabiliter observari ac contra eandem tantam provisionem regiam ligeos nostros suspencionibus sive sectis violari aut vexari illicitis permittere nolentes Vobis mandamus quod eidem Johanni Fabyan libellum sive articulos coram vobis versus eundem Johannem Fabyan residen' ad intencionem quod superinde prohibicionem nostram regiam ob id necessarium decreverimus vobis porrigi et liberari faciat[2] sine difficultate ulla juxta formam statuti predicti deliberetis Et ulterius vobis prohibemus ne placitum predictum coram vobis seu aliquo vestrum versus predictum Johannem Fabyan interim [?] de aut super premissis quocunque nomine idem Johannes Fabyan coram vobis seu aliquo vestrum proponitur [?] quovismodo teneatis nec quicquam inde attemptetis quod in ejus prejudicium aut nostri seu legis nostre aut consuetudinis regni nostri Anglie derogacionem seu contemptum cedere valeat quoquo modo sub violatoris legis nostre penam periculo incurrendi sentenciam si quam in ipsum Johannem Fabyan ea occasione fulminaveritis ei relaxantes et ipsum penitus absolventes de eisdem[3] periculo incumbente Teste Roberto Catlyn apud Westmonasterium xiij° die Octobri anno regni nostri sexto

Rooper et Heyewood

Nobili et prepotenti viro domino Edwardo Fynes preclari ordinis garterii militi domino Clynton . . . (*or to his deputy, in common form*) . . . Pro Fabyan breve de libello habendo

DENAKER c. MASON.

A.D. 1564 File 35, No. 116. Sentence for money paid upon a bill of exchange which had come to the hands of the defendant; see also *ibid.* Nos. 324, 272. There was an appeal, which was dismissed; see File 37, No. 38. The bill of exchange is set out, *supra*, p. 73.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . Willelmum Harrys in dicto libello nominatum anno libellato summam quinquaginta librarum prenominato Johanni Denaker per viam excambii

[1] 2 Hen. V. c. 3. [2] Qy. fac'. [3] Sic.

to the requirement of law, prayed that a libel or articles might without delay be delivered to him according to the form of the statute passed in the second year of the reign of Our lord Henry the Fifth, late King of England, Our ancestor; And you, making that statute of no account and not weighing the same, have delayed and still delay to cause any libel or articles touching the premises to be delivered to the same John Fabyan, in contempt of Us and to the manifest damage and impoverishment of him, John Fabyan, and against the form and effect of the aforesaid statute; We, being minded that that statute should be observed in all its particulars, and being unwilling to permit Our lieges to be harassed and vexed by unlawful delays and suits against the same sure provision of the king, command you that, according to the form of the aforesaid statute, you deliver without any delay to the same John Fabyan the libel or articles against the same John Fabyan remaining in your hands,[1] to the end that he may cause Our royal prohibition thereupon in that behalf required[2] to be handed and delivered to you; And further we prohibit you from in any way holding before you, or any of you, the aforesaid plea brought against the aforesaid John Fabyan touching or upon the premises, by whatsoever name the same John Fabyan be brought before you, or any of you, and from attempting anything thereupon that may in any way tend to his prejudice or to the derogation or contempt of Us or Our law or the custom of Our realm of England, under peril of incurring the punishment due to a violator of Our law; And if you have on that account fulminated any sentence against him, John Fabyan, [We command you] to absolve and wholly discharge him from the same, at your imminent peril. Witness, Robert Catlyn, at Westminster, on the 13th day of October in the sixth year of Our reign

Rooper and Heyewood

To the noble and all-powerful man, the lord Edward Fynes, knight of the most illustrious order of the Garter, lord Clynton . . . (*or to his deputy, in common form*). [Writ] for Fabyan about having a libel.

DENAKER c. MASON.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that William Harrys, named in the said libel, in the year libellate owed the sum of £50 to the aforenamed John

[1] Qy. residen'. [2] The construction is not clear.

debuisse Necnon chirographum pro solucione summe sivi debiti hujusmodi manu propria dicti Willelmi Harris subscriptum ad manus et possessionem prefati Johannis Mason pervenisse eundemque Johannem Mason postea vigore dicti chirographi memoratam summam quinquaginta librarum predicto Johanni Denaker ut prefertur debitam ab uxore dicti Willelmi Harrys recepisse et habuisse atque a prefato Johanne Denaker injuste detinuisse et detinere juxta confessionem dicti Johannis Mason coram nobis judicialiter factam et in registro nostro remanentem quam pro hic lecto et inserto habemus et haberi volumus quatenus expedit pronunciamus decernimus et declaramus Memoratumque Johannem Mason . . . (*condemnatior in common form*)

OFFICIUM DOMINI c. JACOBSON.

A.D. 1564 File 35, No. 89; sentence for forfeiture of barley and butter exported without a licence; *ibid.* Nos. 123, 233.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Robertum Symondson fuisse dominum et proprietarium xxij quarteriorum ordei ac sexdecim le fyrkyns butiri mensibus et anno libellatis Necnon eisdem anno et mensibus seu eorum mensium aliquo predicta xxij quarteria ordei et sedecim[1] le fyrkyns butiri (preter et ultra centum et quinquaginta quarteria ordei pro quibus transportandis licenciam habuit a domino thesaurario Anglie) ad effectum transportandi eadem ab hoc regno Anglie ad partes ultramarinas in dicta nave vocata the Bever of Camphere tunc in portu de Lynn in comitatu Norfolcie ad anchoras residente contra tenorem et effectum cujusdam actus parliamenti annis primo et secundo regnorum Philippi et Marie nuper regis et regine Anglie editi et tenti invexisse et onerasse seu sic invehi et onerari fecisse Eundemque Cornelium Jacobson eadem in navem predictam recipisse[1] ac cum eisdem versus partes transmarinas velificasse Ac postea prefatum Robertum Persey et Willielmum Creyke dictam navem cum dicto ordeo et le fyrkyns butiri super alto mari arrestari et ad partes Anglie revert'[2] dictum ordeum et le fyrkyns butiri tamquam bona confiscata seu forisfacta arrestari fecisse Ipsa igitur xxij quarteria ordei et sexdecim le fyrkyns butiri sic forisfacta seu confiscata fuisse et esse Ac insuper prenominatum Robertum Symondson racione premissorum ad duplicem valorem

[1] Sic. [2] semble, reverti. Query as to construction.

Denaker by way of exchange ; And also that the bill for the payment of such sum or debt, subscribed by the proper hand of the said William Harrys, came to the hands and possession of the aforesaid John Mason ; And that the same John Mason afterwards in pursuance of the said bill received and had from the wife of the said William Harrys the said sum of £50 owing as aforesaid to the said John Denaker, and unjustly detained and detains [the same] from the aforesaid John Denaker, according to the admission of the said John Mason judicially made before Us and now remaining in Our registry, which admission We take and desire the same to be taken as here read and inserted, so far as the same is requisite . . . (*condemnation in common form*)

OFFICIUM DOMINI c. JACOBSON.

. . . Therefore We, David Lewes, . . . (*in common form*) pronounce, decree, and declare that the aforenamed Robert Symondson was owner and proprietor of 22 quarters of barley and 16 firkins of butter in the months and year libellate ; And also that in the same year and months, or in some one of the same months, he put on board ship and loaded or caused to be put on board and loaded the aforesaid 22 quarters of barley and 16 firkins of butter, (besides and beyond the 150 quarters of barley for the exportation of which he had a licence from the Lord Treasurer of England), for the purpose of exporting the same from this realm of England to parts beyond sea in the said ship called the 'Beaver' of Campi [?], then riding at anchor in the port of Lynn in the county of Norfolk, contrary to the tenor and effect of a certain Act passed in the parliament held in the first and second years of the reigns of Philip and Mary, late king and queen of England ; And that the same Cornelius Jacobson received the same goods in the aforesaid ship and sailed with them to parts beyond sea ; And that afterwards the aforesaid Robert Persey and William Creyke caused the said ship, with the said barley and firkins of butter, to be arrested upon the high sea and to return to England, [and] caused the said barley and firkins of butter to be arrested as goods confiscated or forfeited ; And that, therefore, the 22 quarters of barley and 16 firkins of butter were so forfeited and confiscated ; And further We pronounce, decree, and declare that the beforenamed Robert Symondson by reason of the premises is liable [to pay] double the

eorundem preter hujusmodi ordeum teneri pronunciamus decernimus et declaramus Eundemque in duplici valore dictorum xxij quarteriorum ordei et in simplici valore dictorum sexdecim le fyrkyns butiri preter ipsum butirum quem juxta appreciacionem alias in hac parte factam ad summam triginta librarum et x^{s} legalis monete Anglie estimamus et moderamus condemnandum atque condempnatum ad realem solucionem prefati ordei et butiri duplicis valoris[1] juxta formam predicti statuti unam scilizet medietatem domino Admirallo ad usum officii domine nostre regine sue Admirallitatis Anglie et alteram medietatem predicto Roberto Persey et Willielmo Creyke cogendum et compellendum fore debere pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

WARRANT TO APPRAISE WRECK.

A.D. 1564 File 37, No. 226. *Ibid.* No. 225, Indenture of appraisement.

Edwardus Fynes preclari ordinis garterii miles dominus Clinton et Say magnus Admirallus Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et merchiarum ejusdem Normanie Gasconie et Aquitanie classisque et marium dictorum regnorum Anglie et Hibernie prefectus generalis Willielmo Edwardes de Dunstar in comitatu Somersetie famulo nostro Salutem Precipimus tibi quod scapham sive naviculam et alias res in dorso presentium specificatas dudum infra fluxum et refluxum maris et aque ac jurisdiccionem marittimam Serenissime domine nostre Regine sue Admirallitatis Anglie tanquam flotzon lagon et maris ejectum juxta partes et confines comitatus predicti respective repertas ac per te sesitas ac officio nostro debite presentatas per sacramentum proborum et legalium hominum locorum ubi res hujusmodi existunt et reponuntur juste ac fideliter appreciari ac estimari facias Indenturis inde inter te et appreciatores predictos precium valorem bonitatem et pondus illarum rerum in se continentibus debite conficiendis Ita quod alteram partem Indenturarum predictarum habeas coram nobis aut nostro in curia predicta locumtenenti judice sive presidente aut alio dicte curie presidenti quocunque apud pretorium sive locum solitum judicialem ejusdem in burgo de Southworcke juxta pontem civitatis Londonie notorie situatum crastino die juridico post festum Sancti

[1] Sic.

value of the same goods, besides forfeiting the same barley; And that he [Symondson] be condemned in double the value of the said 22 quarters of barley and (besides the butter itself) in the value of the said 16 firkins of butter, which, according to an appraisement made in other proceedings in this cause We assess and estimate at 10*s*. lawful English money, and that he ought to be obliged and compelled to pay double the value of the aforesaid barley and butter [1] according to the form of the aforesaid statute, namely, one half to the lord Admiral for the purposes of the office of the Queen's Majesty's Admiralty of England, and the other half to the aforesaid Robert Persey and William Creyke . . . (*condemnation in common form*)

WARRANT TO APPRAISE WRECK.

Edward Fynes, knight of the most illustrious order of the garter, lord Clinton and Say, great admiral of England, Ireland, and Wales, and of the dominions and islands of the same, of the town of Calais and of the marches of the same, of Normandy, Gascony, and Aquitaine, and captain general of the fleet and seas of the said kingdoms of England and Ireland, to William Edwardes of Dunster in the county of Somerset, our servant, greeting: We command you that you cause to be justly and faithfully appraised by Indentures, containing the price, value, worth, and weight of such things, and duly to be made thereon between you and the aforesaid valuers, the boat or craft and other things specified upon the back of these presents, which things were lately respectively found within the ebb and flow of the sea and water and within the maritime jurisdiction of the most serene lady our queen, her Admiralty of England, as flotson, lagon, and wreck [2] of the sea near the parts and boundaries of the aforesaid county, and were by you arrested, and presentment thereof duly made to our office by the oath of honest and lawful men of the places where such things were and are deposited, so that you have the other part of the aforesaid Indentures before us, or our lieutenant, judge, or president in the aforesaid court, or other the president of the said court, whosoever he may be, at the courthouse or other accustomed place of judgment of the same court in the borough of Southwark, notoriously situated nigh unto the bridge of the city of London, on

[1] Sic. [2] Ejectum.

Hillarii episcopi proximo jam futurum hora causarum ibidem consueta nobis aut dicto locumtenenti nostro tunc ibidem unacum hoc mandato liberandam Et hoc nullatenus omittatis sub periculo incumbente Datum Londini in curia predicta sub sigillo ejusdem ad causas xiiij° die mensis Novembris 1564 Regineque domine nostre Elizabethe dei gracia Anglie Francie et Hibernie Regine fidei defensori regni anno sexto

(*Endorsed*) Imprimis unam scapham sive naviculam in loco marittimo dicto Porlock bay repertam

Item unam antennam dictam a mesen yarde quadraginta pedum longitudine

Item duo ligacula sive cabulas dictas cables

Item quatuor pecias machinarum Anglice dictarum iiij^{or} baases

A.D. 1564 File 37, No. 225.

1564. A byll of preysment of sertayne goodes that was founde in the see afore Culbane Wood in the countie of Somersett hade and kepte to my Lorde Admiralles use preysede the vth of Februarie be ffoure sufficient honest men wose names ar thes folloynge

John Williams of Mynyed
Roger Spurryer
Water Williams } dwellinge in Porlocke
William Frangke

The parcels are thes

Two meane ankers prisede at xlv̈j^{s} viij^{d}

Foure yren slyges [?] prisede iiij^{li}

Two smalle saylles where of one ys rent xiij^{s} iiij^{d}

Fyve peeys of ropes and cables xl^{s}

Item a bade smalle bote of two toune and a myssyne yerde vj^{s} viij^{d}

Summa ix^{li} vj^{s} viij^{d}

BARREY c. ROBINS.

A.D. 1565 File 37, No. 179; award of salvage for a prize abandoned by her captors; see File 35, Nos. 144–147, 174, 175, 252, 257, 264, 282.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatos Edmundum Barrey et Thomam Sergeant suosque nautas et consortes navem Gallicam vocatam the Jennet de Feckham pastello

next court day after the feast of Saint Hilary, the bishop, next to come, at the usual hour for causes, there to be delivered at the same place and time or to our said lieutenant, together with this our order; And this in no wise fail to do, at your imminent peril; Given at London in the aforesaid court under the seal of the same court [that is used] for causes on the 14th day of the month of November 1564 and in the sixth year of the reign of the queen our lady Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith

(*Endorsed*) First one boat or skiff found at a maritime place called Porlock bay

Also, one yard called a mesen yarde fourty feet long

Also, two fasts or ropes called cables

Also, four pieces of ordnance called in English four baases

BARREY c. ROBINS

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforenamed Edmund Barrey and Thomas Sergeant, and their sailors and associates, took possession of, entered, and with great labour and peril and risk of their lives salved a French ship called the 'Jeanette' of Fécamp, laden with woad and

ac rebus quibusdam aliis libellatis onustam a predicto Johanne Robins prius captam et ob imminens submersionis periculum quasi pro derelicto ab eo habitam recepisse intrasse ac cum magno labore et vitarum suarum periculo et descrimine salvasse eaque racione congruam seu racionabilem partem sive porcionem dicte prise seu prede pro rata ejusdem onerumque navium suarum et navium dicti Robins et consortum suorum quantitatisque dicte prise seu prede prefatis Thome Sergeant et Edmundo Barrey de jure deberi Necnon navem Gallicam predictam ac pastelli ballettas aliasque res in eadem existentes ad manus possessionem ordinem seu disposicionem dicti Johannis Robins pervenisse pronunciamus decernimus et declaramus Eundem igitur Johannem Robins in congrua porcione seu parte clari valoris dicte navis Gallice pastelli et aliarum rerum in ea existentium quam partem sive porcionem ad summam ducentarum librarum currentis monete Anglie taxamus et estimamus atque dictum Johannem Robins in summa hujusmodi necnon in expensis legitimis . . . . (*condemnation in common form*)

MATTHEWE *v.* GOYTE.

A.D. 1565 File 37, No. 168; sentence for share of prize; joint captors; libel, *ibid.* No. 83; protest of appeal *ibid.* No. 130.

. . . Idcirco nos David Lewys . . . (*in common form*) . . . predictos Richardum Fowler alias Vowler et Milonem Matthewe aggressos et persecutos fuisse navem vocatam Gallicam [1] the Katheryne Ac deinde memoratum Richardum Fowler capitaneum cujusdam navis vocate a pynnes una et simul cum predicto Richardo Goyt duce sive capitaneo cujusdam navis vocate the Anne Goyte navem dictam Gallicam vocatam the Katheryne expugnasse et simul in eandem intrasse ac aliquamdiu simul occupasse et possedisse Ac deinde memoratum Richardum Fowler et complices suos ex dicta nave per memoratum Richardum Goyte et ejus commilitones per vim injuste expulsos fuisse Eaque racione predictum Richardum Goyte ad restituendum dicto Richardo Fowler quartam partem dicte navis Gallice instructe necnon omnium apparatuum ornamentorum bombardarum mercium et bonorum omnium et singulorum in eadem nave contentorum si extent alioquin ad eorundem valorem verum quem ad summam centum quinquaginta

[1] Sic. 'Gallicam' is interlineated in the wrong place.

certain other things libellate, which had been previously captured by the aforesaid John Robins, and by him deemed to be derelict by reason of the imminent danger she was in of sinking; And that on that account a suitable or reasonable part or portion of the said prize or booty, and of the amount of the said prize or booty, rateably, according to the burden of his ships and of the ships of the said Robins and his associates, is of right due to the aforesaid Thomas Sergeant and Edmund Barrey; And also that the aforesaid French ship, and the bales of woad and other things on board her, came to the hands, possession, order, or disposition of the said John Robins; Therefore We condemn the same John Robins in a suitable part or portion of the clear value of the said French ship, woad, and other things on board her, which part or portion We estimate and assess at the sum of £200 of current English money; And We condemn the said John Robins in such sum and in lawful costs . . . (*in common form*)

MATTHEWE c. GOYTE.

. . . Therefore We, David Lewes, . . . (*in common form*) pronounce, decree, and declare that the aforesaid Richard Fowler, otherwise Vowler, and Milo Matthewe, attacked and pursued a French ship called the 'Katherine'; And that afterwards the said Richard Fowler, the captain of a certain ship called a pinnace, with and at the same time as the aforesaid Richard Goyte, the commander or captain of a certain ship called the 'Anne Goyte,' captured the said French ship and boarded her at the same time, and for some time together occupied and possessed her; And that afterwards the said Richard Fowler and his associates were by force unjustly driven out of the said ship by the said Richard Goyte and his fellow-soldiers; And that by reason thereof the aforesaid Richard Goyte ought to be obliged and compelled, and that he be obliged and compelled, to restore to the said Richard Fowler one fourth part of the said French ship . . . [1] and also of her apparel, furniture, guns, and all and singular the wares and goods on board her, if they are in existence, and if not, their true value, which We assess and estimate, according to lawful proofs in this behalf judi-

[1] Qy. 'instructe.'

libroruṁ[1] currentis et legalis monete Anglie juxta probaciones legitimas in hac parte judicialiter factas estimamus et moderamus cogendum et compellendum fore debere ac cum effectu cogi et compelli pronunciamus decernimus et declaramus . . . . (*condemnation in common form*)

THORNETON c. THE 'ELIZABETH BONAVENTURE,' AND JOBSON, OWNER.

A.D. 1565 File 37, No. 162. First decree for wages for a voyage that had been abandoned, against another ship of same owner.

In dei nomine Amen Coram vobis . . . (*in common form*) . . . pars proborum virorum Georgii Thorneton senioris capitanei navis vocate the Elizabethe Bonaventure of Hull Georgii Thorneton junioris magistri navis predicte correctorum anchorariorum ac ceterorum ipsius navis nautarum et marinariorum navium vocatarum the Marmazite the Hare et le Hownde contra et adversus dictam navem vocatam the Elizabethe Bonaventure ejusque apparatum et ornamenta ad Walterum Jobson spectantia necnon contra dictum Walterum Jobson ac quemcunque alium coram vobis pro eodem seu pro navi ejusque apparatu et ornamentis predictis in judicio legitime intervenientem . . . (*in common form*) . . . in jure proponit Quod dicti capitaneus magister correctores anchorarii naute et marinarii dictarum navium anno domini 1564 ac mensibus in eodem anno concurrentibus eorundemve mensium uno sive aliquo per prefatum Walterum Jobson ad navigandum in navibus respective predictis et ad conducendum easdem ab hoc regno Anglie per altum mare ad longinquas partes ultramarinas conducti et destinati fuerunt Quodque iter sive viagium hujusmodi prosequentes eorum labores industrias et obsequia in ea parte per viij menses et dimidium aut circiter super alto mare predictas adhibuerunt fecerunt et prestiterunt Quodque hujusmodi naves vi et tempestate maris ita percusse quassate et fracte fuerunt ut hujusmodi viagium perimplere aut perficere nullo modo potuerunt sed in Angliam redire et renavigare necessarie coacte fuerunt Quorum premissorum obtentu prenominatus Walterus Jobson summam iiij^{c} xiij^{li} vj^{s} vj^{d} prenominatis capitaneo magistro correctoribus anchorariis nautis et marinariis pro eorum stipendiis sive salariis circa viagium predictum juxta ratum temporis predicti debuit et debet Unde iidem capitaneus magister correctores anchorarii naute et marinarii predicti spem aliam

[1] Sic.

cially made before Us, at the sum of £150 of current lawful English money . . . (*condemnation in common form*)

THORNETON c. THE 'ELIZABETH BONAVENTURE,' AND JOBSON, OWNER.

In the name of God Amen Before you . . . (*in common form*) . . . the party of the honest men, George Thorneton the elder, captain of a ship called the 'Elizabeth Bonaventure' of Hull, George Thorneton the younger, master of the aforesaid ship, the boatswains, anchormen,[1] and the rest of the seamen and mariners of the same ship, and of the mariners of the ships called the 'Marmoset,' the 'Hare,' and the 'Hound,' against the said ship called the 'Elizabeth Bonaventure,' and her apparel and furniture, belonging to Walter Jobson, and also against the said Walter Jobson, and also against every one else lawfully intervening in judgment before you for him, or for the aforesaid ship and her apparel and furniture . . . (*in common form*) . . . propounds in law That the said captain, master, boatswains, anchormen, sailors, and mariners of the said ships, in the year of our Lord 1564, and in the months occurring in the same year, or in some one of the same months, were by the aforesaid Walter Jobson hired and sent to sail in the aforesaid ships respectively to conduct them over the high sea from this realm of England to distant parts beyond sea; And that, whilst pursuing such journey or voyage, they gave, performed, and supplied upon the high sea aforesaid their work, labour, and service in that behalf for eight and a half months or thereabouts; And that such ships were so smitten, shattered, and broken by the force of sea and weather that they were in no way able to accomplish or perform such voyage, but were of necessity obliged to return and sail back to England; And that by reason of the premises the aforenamed Walter Jobson owed and owes the sum of £413 6*s.* 6*d.* to the captain, master, boatswains, anchormen, seamen, and mariners for their wages or salaries in the aforesaid voyage, according to a proportionate part of the time aforesaid; Wherefore the same captain, master, boatswains, anchormen, seamen, and mariners aforesaid, having no other hope of

[1] Correctores, anchorarii.

ad recuperandum eorum stipendia sive salaria in ea parte debita non habentes nisi per arrestacionem navis predicte ejusque apparatus et ornamentorum . . . (*in common form*)

RIDOLPHIE c. NONEZ.

A.D. 1565 File 37, No. 115, sentence on policy; File 35, No 283, the policy; *ibid.* No. 128, defence, that the insurance was not in plaintiff's name, and that he had no interest in the ship assured; *ibid.* No. 46, allegation that insurance may be in the name of another than the owner. Appeal dismissed, File 39, No. 77. The policy is set out, *supra*, p. 52.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . prenominatum dominum Hectorem Nonez Robertum Springham et Robertum Dove inter alios navem vocatam the St John Baptiste ejusque apparatus et ornamenta ac municiones et naulum necnon periculum viagii sivi itineris cum eadem nave a portu de Ligorne ad portum de Cales per altum mare fiendi assecurasse et in se suscepisse et acceptasse sub modo et forma in scedula assecuracionis hujusmodi eorundem respective manibus subscripte et in registro hujus curie remanentis ac per eorum quemlibet confesse quam pro hic lecta et inserta quatenus ipsorum quemlibet tangit et concernit habemus et haberi volumus quatenus expedit atque cum dicto Roberto Ridolphie in ea parte pepigisse et convenisse pronunciamus decernimus et declaramus Navemque predictam et cetera ad eandem spectantia in itinere sive viagio predicto penitus periisse ac submersam fuisse et esse Necnon prenominatos dominum Hectorem Nones summam xx^{li} Richardum Springham summam xxiij^{li} vj^{s} viij^{d} et Robertum Dove summam xxv^{li} juxta eorum confessiones predictas quas pro hic eciam lectas et insertas habemus et haberi volumus Necnon juxta tenorem dicte bille sive scedule assecuracionis eorum manibus ut prefertur subscripte prefato Roberto Ridolphie pretextu premissorum respective debuisse et debere Atque ad solucionem et satisfaccionem debiti hujusmodi de jure teneri et compellendum fore debere juxta eorum respective confessiones coram nobis judicialiter factas et in registro hujus curie remanentes eciam pronunciamus decernimus et declaramus . . . (*condemnation in common form*) *and signed*

Da. Lewes

recovering their wages and salaries owing in that behalf except by the arrest of the aforesaid ship, her apparel and furniture . . . (*in common form*)

RIDOLPHIE c. NONEZ

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforenamed lord Hector Nonez, Robert Springham, and Robert Dove, amongst others, insured the ship called the 'St. John Baptist,' and her apparel and furniture, and her armament and freight, and took upon themselves and had the risk of the voyage or journey to be made over the high sea with the same ship from the port of Leghorn to the port of Cadiz, in manner and form (mentioned) in the schedule of such assurance, subscribed with their respective hands, and remaining in the registry of this court, and admitted by each of them, which policy We deem, and order to be deemed, to be here read and inserted, so far as the same touches and concerns each of them; And that they agreed and contracted with the said Robert Ridolphie in that behalf; And that the aforesaid ship, and the rest of the things belonging to her, utterly perished and was sunk in her journey or voyage aforesaid, and is now so perished and sunk; And also that the aforenamed lord Hector Nonez, Richard Springham, and Robert Dove, according to their aforesaid admissions, which We deem, and order to be deemed, as here read and inserted, so far as touches and concerns each of them, and also according to the tenor of the said bill or schedule of assurance subscribed as aforesaid with their hands, respectively owe to the aforesaid Robert Ridolphie, by reason of the premises, the sums of £20, £23 6*s.* 8*d.*, and £25; And We also pronounce, decree, and declare that they ought of right to be obliged and compelled to pay and satisfy such debts, according to their respective admissions judicially made before Us and remaining in the registry of this court . . . (*condemnation in common form*)

DAVID LEWES

BANSTED c. COXE.

A.D. 1566 File 38, No. 51. Prohibition in a co-ownership suit; see also *ibid.* Nos. 55, 110, 300.

Elizabeth dei gracia . . . Davidi Lewys . . . (*in common form*) . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Willelmi Coxe et Alicie uxoris sue nuper relicte et executricis testamenti sive ultime voluntatis Henrici Leeke nuper viri sui defuncti quod cum in statuto . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3) . . . cumque predictus Henricus Leeke in vita sua ac quidam Rogerus Bansted civis et Broderer civitatis Londonie possessionati fuissent de quadam navi vocata the James Bonaventure of London jacente ad anchoras in rivo Thamisie videlicet apud Blackwall in comitatu Middlesexie videlicet dictus Rogerus Bansted de duabus partibus et predictus Henricus Leke de tercia parte ejusdem navis et sic inde possessionatus existens predictus Rogerus Bansted ut idem Rogerus in dicta curia Admirallitatis libellando allegat et supponit diversas denariorum summas pro apparatu ornamentis et victulacione ejusdem navis ad diversa tempora in vita ipsius Henrici exposuit solvit et erogavit in toto attingentes ad summam quingentarum septuaginta librarum quinque solidorum et decem denariorum prout per dictum libellum ac per quandam scedulam dicto libello predicti Rogeri Bansted in curia Admirallitatis versus predictam Aliciam exhibito annexa plenius apparet Cumque eciam omnia et singula placita et querele de debitis transgressionibus et compotis quibuscunque ad nos et coronam nostram regiam et non ad curiam Admirallitatis de jure pertinent et spectant Predictus tamen Rogerus Bansted statuta predicta minime ponderans sed nequiter machinans predictos Willielmum et Aliciam post predicti Henrici mortem ob contractum factum infra corpus comitatus civitatis Londonie contra formam statutorum predictorum ac contra leges et consuetudines hujus regni Anglie indebite gravare opprimere et fatigare ipsam Aliciam in curia Admirallitatis coram vobis de et pro medietate dicte summe quingentarum septuaginta librarum quinque solidorum et decem denariorum in predicta schedula predicto libello ejusdem Rogeri annexa specificate ac eidem Rogero per prefatum Henricum Leeke in vita sua debite prout idem Rogerus per libellum et schedulam predicta curie nostre coram nobis ostensa supposuit traxit in placitum caute et subdole contra eandem Aliciam libellando quod predicti Rogerus Bansted et Henricus Leeke fuerunt socii in

BANSTED c. COXE.

Elizabeth, by the grace of God &c. . . . to David Lewes . . . (*in common form*) . . . It has been lately shown to us in our court before us upon the grievous complaint of William Coxe and Alice, lately his wife, his relict and the executrix of his testament or last will, that whereas in the statute . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3) . . . And whereas the aforesaid Henry Leeke, in his lifetime, and one Roger Bansted, citizen and broderer of the city of London, were possessed of a certain ship called the 'James Bonaventure' of London, lying at anchor in the river Thames, to wit, at Blackwall in the county of Middlesex, to wit, the said Roger Bansted of two [third] parts, and the aforesaid Henry Leeke of one [third] part of the same ship; And, being so possessed thereof, the aforesaid Roger Bansted, as the same Roger in his libel in the said court of Admiralty alleges and suggests, laid out paid and expended divers sums of money upon apparel, furniture, and provisions for the same ship at divers times during the lifetime of him Henry, amounting in all to the sum of £570 5*s.* 10*d.*, as by the said libel and by a certain schedule annexed to the said libel of the aforesaid Roger exhibited in the court of Admiralty against the aforesaid Alice more fully appears; And whereas also all and singular pleas and plaints concerning all debts trespasses and accounts whatsoever of right appertain and belong to us and to our royal court [held] before us and not to the court of the Admiralty; Nevertheless the aforesaid Roger Bansted, by no means weighing the aforesaid statutes, but wickedly contriving against the form of the aforesaid statutes and against the laws and customs of this realm of England, unduly to vex, oppress, and weary the aforesaid William and Alice, after the death of the aforesaid Henry, by reason of a contract made within the body of the county of the city of London, has drawn her, Alice, into a suit in the court of Admiralty before you concerning and in respect of a half of the said sum of £570 5*s.* 10*d.* specified in the aforesaid schedule annexed to the aforesaid libel of him, Roger, and owed to the same Roger by the aforesaid Henry Leeke in his lifetime, as he, Roger, by the libel and schedule aforesaid exhibited to our court before us craftily has suggested, craftily and deceitfully libelling against the same Alice that the aforesaid Roger Bansted and Henry Leeke were partners in a certain ship

quadam nave vocata the James Bonaventure of London ac eandem inter se communiter et jure societatis diu possederunt Quodque idem Henricus terciam partem ejusdem navis tenuit habuit et possedit ac quod prefatus Henricus Leeke racione predicte tercie partis ejusdem navis pro victualibus armamentis ornamentis et aliis necessariis ad dicte tercie partis plenam sustentacionem instruccionem et refeccionem spectantibus et pertinentibus aliisque contractibus civilibus et marittimis inter dictum Henricum et prefatum Rogerum initis habitis et factis summas respective in schedula libello predicto annexa specificatas prefato Rogero Bansted debuit et debet et quod dies solucionis inde diu preteriit Idemque Rogerus ipsam Aliciam in curia Admirallitatis predicta coram vobis comparere ac ut executrix testamenti nuper viri sui predicti in eadem curia prefato Rogero de et in premissis respondere ac ad solvendum eidem Rogero medietatem predictarum quingentarum septuaginta librarum quinque solidorum et decem denariorum in schedula predicta mencionatarum compellere totis suis viribus conatus et indies machinatus in nostri contemptum coroneque nostre regie derogacionem et eorundem Willelmi et Alicie dampnum prejudicium depauperacionem et gravamen manifesta ac contra formam et effectum legum actuum et statutorum predictorum Cum hoc quod iidem Willelmus et Alicia verificare volunt quod omnia contractus convenciones et agreamenta si que fuerunt inter prefatum Rogerum et predictum Henricum Leeke in vita sua premissa aliqualiter concernentia habita facta et mota fuerunt infra corpus comitatus civitatis Londonie videlicet in parochia beate Marie de Arcubus in warda de Chepe London' et non super altum mare nec infra jurisdiccionem marittimam et hoc parati sunt verificare Unde nobis supplicaverunt iidem Willelmus et Alicia sibi de remedio congruo in hac parte provideri Et nos . . . (*Prohibition in common form, tested by Catlyn, C.J.Q.B., and dated Oct.* 4, 1566. Endorsed is the following :)—Exhibitum per Johannem Allsopp crastino Luce Evangeliste 19 Octobris 1566.

LEE c. HATLEY.

A.D. 1567 File 38, Nos. 19–20. Prohibition; suit in Admiralty for debt; Libel, File 37, No. 67; *ibid.* No. 42.

Elizabeth dei gracia . . . Edwardo Fynes . . . domino Clinton et Say . . . (*in common form*) . . . Salutem Ostensum est nobis in curia nostra coram nobis ex gravi querela Johannis Hatley . . . (*reciting* 13 *Ric. II. c.* 5, *and* 15 *Ric. II. c.* 3) . . . Quidam tamen Franciscus

called the 'James Bonaventure' of London, and the same for a long time possessed between them in common and by right of ownership, and that the same Henry held, had, and possessed a third part of the same ship, and that the aforesaid Henry Leeke, in respect of the aforesaid third part of the same ship, owed and owes to the aforesaid Roger Bansted for provisions, armament, and other necessaries appertaining and belonging to the perfect keeping up, furnishing, and repairing of the said third part, and upon other contracts, civil and maritime, entered into, had, and made between the said Henry and the aforesaid Roger the sums respectively specified in the schedule annexed to the aforesaid libel, and that the date for payment thereof has long passed; And the same Roger with all his strength has endeavoured and daily contrived to compel her, Alice, to appear before you in the aforesaid court of Admiralty, and as executrix of the will of her late husband aforesaid, to make answer in the same court to the aforesaid Roger concerning and about the premises, and to pay to the same Roger a half part of the aforesaid £570 5*s*. 10*d*. mentioned in the aforesaid schedule, in contempt of us and in derogation of our royal crown, and to the no small damage, prejudice, impoverishment, and oppression of them, William and Alice, and against the form and effect of the laws, acts, and statutes aforesaid; Whereas the same William and Alice are desirous to prove that all the contracts, conventions, and agreements (if any such were made and entered into between the aforesaid Roger and the aforesaid Henry during his lifetime in any way touching the premises) were made and entered into within the body of the county of the city of London, to wit, in the parish of the Blessed Mary of the Arches, in the Ward of Cheap, in London, and not on the high sea nor within the maritime jurisdiction; And this they were ready to prove; Wherefore the same William and Alice have made supplication to Us that a suitable remedy in this behalf be provided for them; And We, &c. (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated October* 4, 1566)

LEE *c.* HATLEY.

Elizabeth, by the grace of God &c. . . . to Edward Fynes, lord Clinton and Say . . . (*in common form*). . . Greeting: It is shown to us in our court before us upon the grievous complaint of John Hatley . . . (*reciting* 13 *Ric. II. c.* 5, *and* 15 *Ric. II. c.* 3) . . . Nevertheless

Lee leges et statuta predicta minime ponderans machinans prefatum Johannem contra debitam legis hujus regni nostri formam ac contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare nosque et coronam nostram regiam exheredare ac cognicionem que ad nos et coronam nostram regiam et non ad curiam Admirallitatis pertinet ad aliud examen in curiam Admirallitatis trahere ipsum Johannem in curia Admirallitatis coram vobis de et pro debito viginti librarum eidem Francisco pretextu et virtute cujusdam bille obligatorie sigillo ipsius Johannis sigillate eidemque Francisco per ipsum Johannem confecte et ut factum suum deliberate et manu sua propria signate Necnon cujusdam contractus et vendicionis quarundam barellarum pulveris bombardiarici vocati Gunpowder in quadam schedula libello ejusdem Francisci in curia Admirallitatis predicte exhibito annexa specificatarum ab eodem Francisco per predictum Johannem emi suppositi deberi pretensarum prout per libellum et schedulam predicta curie nostre nunc hic ostensa plenius liquet traxit in placitum Idemque Franciscus ipsum Johannem in curia Admirallitatis predicte coram prefato commissario preside sive locumtenente ibidem comparere Ac eidem Francisco in premissis respondere minus juste astrinxit Ac ipsum Johannem superinde in eadem curia Admirallitatis condempnari totis suis viribus conatus et indies machinatus in nostri contemptum ipsiusque Johannis dampnum prejudicium depaypa'[1] et gravamen manifesta ac contra formam et effectum legum actuum et statutorum predictorum Unde nobis supplicavit idem Johannes sibi de remedio congruo in hac parte provideri Et nos jura corone nostre regie (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated Feb.* 12, 1566–7)

SMYTHE *v.* WHIT.

A.D. 1566 File 38, No. 165. Acknowledgment by the mayor of Pembroke of a writ of supersedeas from the Admiral in a case of piracy.

Plezeth your most honorable Lordshipp to be signifyed that I have receivid your most honorable writ of supersedeas to me dyrectid in these woordes folowinge Edward fynes preclari ordinis garterii miles dominus Clinton et Say magnus Admirallus Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et marchiarum ejusdem Normanie Gasconie et Aquittanie classisque et marium dictorum regnorum Anglie et Hibernie prefectus generalis rite consti-

[1] Sic. Qy. Depauperacionem.

one Francis Lee, not weighing the laws and statutes aforesaid [and] contriving unduly to harass, oppress, and weary the aforesaid John, against due form of the law of this our realm, and against the form and effect of the aforesaid statutes, and to the disinherison of us and of our royal crown, and to draw the cognition [of a matter] that appertains to us and to our crown, and not to the court of Admiralty, to another trial in the court of Admiralty, [and] to implead him, John, in the court of Admiralty before you for and concerning a debt of £20 pretended to be owing by reason and by virtue of a certain bill obligatory sealed with the seal of him, John, and made in favour of the same Francis by him, John, and delivered as his deed, and signed with his proper hand, and by virtue also of a certain contract and sale of certain barrels of gunpowder specified in a certain schedule annexed to the libel of the same Francis exhibited in the court of Admiralty aforesaid, [and] supposed to have been bought of the same Francis by the aforesaid John, as by the aforesaid libel and schedule now exhibited to our court more fully appears; And has unjustly constrained him, John, to appear there in the court of Admiralty aforesaid before the aforesaid commissary, president, or lieutenant, and to make answer to the same Francis, and has with all his strength striven and has daily contrived to have him, John, condemned thereupon in the same court of Admiralty, in contempt of us, and to the manifest damage prejudice and impoverishment of him, John, and against the form and effect of the laws, acts, and statutes aforesaid; Wherefore the same John has entreated that a suitable remedy may be provided him in this behalf; And we . . . (*prohibition in common form tested by Catlyn, C.J.Q.B., and dated February* 12, 1566–7)

SMYTHE c. WHIT.

Pleaseth your most honorable Lordshipp to be signified that I have receaved your most honorable writ of supersedeas to me directed in these words folowing: Edward Fynes, Knight of the most illustrious order of the Garter, lord Clinton and Say, great Admiral of England Ireland and Wales, and of the dominions and islands of the same, of the town of Calais and of the marches of the same, of Normandy, Gascony, and Aquitaine, and duly appointed captain general of the fleet and seas of the said kingdoms of England and Ireland, to the mayor of

tutus maiori ville Pembrochie seu ejus deputato salutem ex parte serenissime domine nostre regine et nostra vobis mandamus firmiter et stricte percipientes quatenus cuicunque processui placito cause sive querile[1] ad sectam sive instanciam Henrici Smythe nuper civitatis Bristollie mercatoris dudum coram nobis et sociis nostris Justiciariis ad omnia et singula prodiciones felonias piraticas pravitates spoliaciones et depredaciones audiendi et terminandi assignatis condemnati adversus Thomam Whit civitatis Dublinensis in dicto regno Hibernie intentato moto et facto supersedeatis et desistatis omnino Omniaque scripta documenta chirographa et obligaciones coram vobis in dicto placito seu querila producta et exhibita penes vos custodiatis et reservetis ac in dicta causa ulterius nullo modo procedatis nec procedi vel predictam querelam placitari permittatis tantisper donec aliud a nobis in ea parte receperitis in mandatis et hoc nullatenus omittatis ac nos in curia principali prefate domine nostre regine sue Admirallitatis Anglie de presencium recepcione debite certificetis Datum Londini in curia predicta sub sigillo nostro magno quo in officio domini magni Admiralli Anglie utimur sexto die mensis Aprilis anno domini millesimo quingentesimo sexagessimo sexto regnique serenissime domine nostre Elizabethe dei gracia Anglie Frauncie et Hibernie regine fidei deffensoris etc. anno octavo As knowethe God who ever presarve your honorable lordshipp in incres of honour ffrom Pembroke the xxiiijth daye of Aprell

yours obedyent to commaunde
Lewes Powell Maior

THURSTONE c. WHISKYNS.

A.D. 1567 File 39, No. 181. Sentence *in personam* for collision; fouling and carrying away anchor and cable of lighter at Ratcliffe in the Thames. Libel, File 38, No. 31.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Willelmum Whiskyns anno et mensibus in hac parte libellatis seu eorum aliquo dominum et proprietarium cujusdam navis vulgo nominate an hoye or a crayer fuisse et esse Eandemque navem dicti Willelmi Whiskyns infra fluxum et refluxum maris ac jurisdiccionem curie principalis dicte illustrissime domine nostre regine sue Admirallitatis Anglie anno et mensibus in hac parte libellatis vel eorum uno sive aliquo a civitate Londonie velificantem et navigantem quandam scapham appellatam a lighter ad prefatum

[1] Sic.

the town of Pembroke, or to his deputy, on behalf of the most serene lady our queen and of ourselves, Greeting: We command and firmly and straitly enjoin you that you altogether supersede and stay every process, plea, cause, or plaint issued, moved, and made against Thomas Whit, of the city of Dublin in the kingdom of Ireland, at the suit or instance of Henry Smythe, lately a merchant of the city of Bristol, of late condemned before us and our justices appointed to hear and determine all and singular treasons, felonies, piratical wickednesses, spoils, and depredations; And that you keep and preserve in your hands all the writings, documents, chirographs, and obligations produced and exhibited before you in the said plea or plaint; And that you in no wise proceed further in the said cause, nor permit the aforesaid plaint to proceed or be further pleaded, until you shall receive further order from us in that behalf, and that in this you in no wise fail; And that you duly certify us in the principal court of the aforesaid lady our queen, her Admiralty of England, touching the receipt of these presents; Given at London in the aforesaid court under our great seal that we use in the office of the lord great Admiral of England on the sixth day of the month of April, in the one thousand five hundred and sixty-sixth year of the Lord, and in the eighth year of the reign of our most serene lady, Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith &c.; As knoweth God, who ever preserve your honorable lordship in increase of honour. From Pembroke the 24th day of April

Yours obedient to command
Lewes Powell, Mayor

THURSTONE c. WHISKYNS.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforenamed William Whiskyns, in the year and months in that behalf libellate, or in some one of them, was and is the owner or proprietor of a certain ship commonly called a hoy or crayer; And that the said William Whiskyns, whilst sailing and navigating the same ship from the city of London within the ebb and flow of the sea and within the jurisdiction of the principal court of our most illustrious lady the Queen, her Admiralty of England, in the year and months in this behalf libellate, or in one or some of them, ran down a certain boat called a lighter, belonging to the aforesaid

Ambrosium Thurstone jure dominii seu quasi spectantem ad anchoram in rivo Thamasis e regione de ville de Ratcliffe infra fluxum et refluxum maris ac jurisdiccionem hujus curie residentem transcurrisse ac rudentem cum quo dicta scapha retenta fuerat fregisse et rupisse atque eo pretextu anchoram et rudentem dicte scaphe in dicto rivo Thamasis deperditos fuisse et esse pronunciamus decernimus et declaramus Eundem igitur Willelmum Whiskyns ad legitime satisfaciendum dicto Ambrosio Thurstone de et pro dictis anchora et rudente deperditis de jure teneri Quam quidem satisfaccionem pro premissis ad summam sive valorem triginta solidorum currentis monete Anglie estimamus et moderamus pronunciamus decernimus et declaramus Necnon supradictum Willelmum Whiskyns tam in dicta summa xxx^{s} quam in expensis legitimis . . . condemnamus . . . (*in common form*)

DE GUENNICKE c. DEECHEBROOTE.

A.D. 1568 File 40, No. 130. Sentence for the balance of the price of a house abroad sold to defendant. Libel, *ibid.* No. 149.

. . . Idcirco Nos David Lewes . . . (*in common form*) . . . supradictum Johannem Deechebroote prenominato Johanni de Guennicke summam cviij^{li} gross' monete Flandrie pro residuo precii cujusdam domus in exhibitis in hac parte apud acta remanentibus mencionatam quam supradictus Johannes Deechebroott de dicto Johanne de Guennicke annis et mensibus in hac parte libellatis vel eorum uno sive aliquo in partibus extramarinis[1] emebat debuisse et debere pronunciamus decernimus et declaramus Quocirca eundem Johannem Deechebroot tam in dicta summa cviij^{li} gross' monete Flandrie quam in expensis legitimis ex parte et per partem dicti Johannis de Guennicke in hac causa factis et fiendis condemnamus . . . (*in common form*)

SOUTHWORTH c. JONES.

A.D. 1568 File 40, No. 74. Sentence condemning the defendants for 'jactitation of debts'—*i.e.* falsely alleging that the plaintiff owed them money, thereby injuring his credit; see *ibid.* No. 73, for a sentence absolutory in the same suit, or in another suit between the same parties for slander; see also File 38, Nos. 9, 97, 202, 203.

. . . Idcirco nos David Lewes (*in common form*) . . . prenominatum David Jones et Johannam ejus uxorem Thomam Stamer et Eliza-

[1] These three words are interlined.

Ambrose Thurstone by right of ownership or quasi-ownership, whilst riding to her anchor in the river Thames, in the neighbourhood of the town of Ratcliffe, within the ebb and flow of the sea, and within the jurisdiction of this court, and that he broke and parted the cable by which the said boat had been moored, and that by reason thereof the anchor and cable of the said boat was and is lost in the said river Thames; Therefore We pronounce, decree, and declare that the same William Whiskyns is of right bound to make lawful satisfaction to the said Ambrose Thurstone of and for the said anchor and cable so lost, which satisfaction for the premises We estimate and assess at the sum or amount of 30*s*. of lawful English money; And We also condemn the aforesaid William Whiskyns, as well in the said sum of 30*s*., as in lawful costs . . . (*in common form*)

DE GUENNICKE c. DEECHEBROOTE.

. . . Therefore We David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforesaid John Deechebroote, owed and owes to the aforenamed John de Guennicke the sum of 108 pounds, gross money of Flanders, for the residue of the price of a certain house mentioned in the exhibits in this behalf remaining in the acts [of court], which house the aforesaid John Deechebroote bought of the said John de Guennicke in the years and months in this behalf libellate, or in some or one of them, in parts beyond sea; Wherefore We condemn the same John Deechebroote, as well in the said sum of 108 pounds gross money of Flanders, as in lawful costs incurred and to be incurred by and on behalf of the said John de Guennicke in this cause . . . (*in common form*)

SOUTHWORTH c. JONES

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed David Jones and Johanna his wife, Thomas Stamer and Elizabeth his wife, and

betham ejus uxorem ac Thomam Hawks et Annam ejus uxorem prenominatum Edwardum Sowthworth debitorem suum fuisse . et esse publice jactitasse pronunciamus decernimus et declaramus Necnon silencium eisdem David Jones et ceteris litisconsortibus quoad premissa imperpetuum imponimus Necnon diem sive terminum dictis David Jones et ceteris litisconsortibus prefigendum et assignandum infra quem agant adversus eundem Edwardum Sowthworth et doceant dictum Edwardum in ere suo esse prout hac presenti nostra sentencia illis prefigimus et assignamus proximum diem juridicum post festum sancti Blasii episcopi proximum futurum infra quem agant adversus dictum Edwardum Sowthworth in dicta curia principalis Admirallitatis Anglie pro et de debiti hujusmodi accionibus quibuscunque marittimis et civilibus quas habere se pretendunt aut eorum aliquis pretendit se habere contra dictum Edwardum Sowthworth pronunciamus decernimus et declaramus quo elapso et predicto David Jones et ejus litisconsortibus non agentibus silencium perpetuum illis quoad premissa imponendum decernimus et declaramus Ipsosque David Jones et ceteros litisconsortes in expensis legitimis . . . condemnamus . . . (*in common form*)

WINTER c. FOXALL.

A.D. 1569 File 41, No. 179. Sentence for the pay of mercenaries hired by the king of Denmark. Libel, File 40, No. 71 ; defence, that payment was made to Manchurche, their captain ; *ibid.* No. 49.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . prenominatum Johannem Foxall annis et mensibus libellatis eorumve annorum uno sive altero predictos Radulphum Winter Henricum Holmes Johannem Williams et Andream Sherwood inter alios ad deserviendum regi Danie versus regem Suetie et ejus subditos per mare sub imperio et gubernacione cujusdam Johannis Manchurche quem super iis constituit capitaneum apud Copman Haven in regno Danie conduxisse et servicio dicti regis Danorum posuisse necnon ad solvendum seu solvi procurandum dicto Radulpho Winter pro quolibet mense xvj dollers et cuilibet dictorum Henrici Holmes Johannis Williams et Andree Sherwood pro quolibet mense xij le dollers durante tempore quo prefato regi Danorum deservierent promisisse pronunciamus decernimus et declaramus Necnon prenominatum Radulphum Henricum Johannem et Andream in servicio dicti regis Danorum versus prefatum regem Suetie et ejus subditos a mense

Thomas Hawks and Anna his wife, publicly boasted that the beforenamed Edward Southworth was and is their debtor; And We impose upon them, David Jones, and the others his co-defendants, silence for the future touching the premises; And also We have fixed and We appoint that a day or time be fixed and assigned to the said David Jones, and the others his co-defendants, within which they are to bring their suit against the same Edward Southworth, and are to learn that the said Edward is of good means, according as by this sentence We appoint and assign the next court day after the feast of Saint Blasius, the bishop, next to come; Within which [time] they are to bring their action against the said Edward Southworth in the said court of the Admiralty of England for and concerning all such civil and maritime actions of debt whatsoever, which they pretend, or some one of them pretends, that they, or he, have or has against the said Edward Southworth; And, when that day or time is past, We decree and declare that for ever after silence touching the premises be imposed on the aforesaid David Jones and his co-defendants, if they fail to bring their action; And We condemn David Jones, and the others his co-defendants, in lawful costs . . . (*in common form*)

WINTER c. FOXALL.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforenamed John Foxall, in the years and months libellate, or in one or other of those years, at Copenhagen in the realm of Denmark, hired the aforesaid Ralph Winter, Henry Holmes, John Williams, and Andrew Sherwood, amongst others, to serve the king of Denmark against the king of Sweden and his subjects upon the sea, under the rule and command of one John Manchurche, whom he appointed captain over them; And that he [Foxall] promised to pay, or cause to be paid, to the said Ralph Winter, for every month 16 dollars, and to each of the said Henry Holmes, John Williams, and Andrew Sherwood, for every month 12 dollars, for the time during which they should serve the king of the Danes; And We also pronounce, decree, and declare, that the beforenamed Ralph, Henry, John, and Andrew, respectively, served in the service of the said king of the Danes against the aforesaid king of Sweden and his subjects from the month of May until

Maii usque xviij^{um} diem mensis Octobris extunc proximo sequentis pro salario sive stipendio predicto respective deserviisse Necnon summam vj^{li} xvj^{s} currentis monete Anglie memorato Radulpho Winter et summam ix^{li} prefato Henrico Holmes et cuilibet dictorum Johannis Williams et Andree Sherwood summam viij^{li} xiiij^{s} pro eorum respective salariis sive stipendiis pro rata superius declarata et pro tempore predicto a retro et insolutam fuisse et esse eciam pronunciamus decernimus et declaramus Prefatumque Johannem Foxall dictas respective summas eisdem Radulpho Henrico Johanni et Andree debuisse et debere Atque ad solucionem earundem de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

DRAPER *c.* THE 'WOLF,' HARRYSON INTERVENING.

A.D. 1568 File 41, No. 26. Sentence for price of a cable supplied to a Thames, west country, barge. The defence was, that the cable was not supplied for the use of the barge, and was not in her when she was arrested; see *ibid.* No. 83; File 40, No. 52.

. . . . Idcirco Nos David Lewys . . . (*in common form*) . . . prefatum Willielmum Stryngar mense Marcii vel Aprilis anno domini millesimo quingentesimo sexagesimo septimo vel circiter magistrum sive gubernatorem cymbe predicte vocate a woodbarge alias the Woolfe of Dorney de consensu sciencia sive paciencia prefati Nicolai Harryson fuisse Dictumque Willielmum Stryngar magistrum sive gubernatorem hujusmodi cymbe existentem funem anchorarium vulgo dictum a cable a prefato domino Christofero Draper seu ejus in hac parte factore in usum dicte cymbe pro precio quinque librarum septemdecim solidorum currentis et legalis monete Anglie emisse et comparasse Prefatumque Willielmum Stryngar post empcionem funis predicti eundem funem anchorarium in usum cymbe predicte applicuisse et convertisse Dictumque funem de ornamentis ejusdem cymbe mensibus et annis predictis fuisse pronunciamus decernimus et declaramus Predictum igitur Nicholaum Harryson in precio funis predicti quod ad summam sive valorem quinque librarum septemdecim solidorum juxta probaciones legitimas in hac parte factas taxamus et estimamus et in expensis . . . condemnamus . . . (*in common form*)

the 18th day of the month of October then next following, for the salary or wages aforesaid; And also that the sum of £6 16*s.* 0*d.*, current English money, is in arrear and unpaid to the said Ralph Winter, and the sum of £9 to the aforesaid Henry Holmes, and to each of the said John Williams, and Andrew Sherwood, the sum of £8 14*s.* for their respective salaries or wages at the rate above declared and for the time aforesaid; And that the aforesaid John Foxall owed and owes the said respective sums to the same Ralph, Henry, John, and Andrew; And We also pronounce, decree, and declare, that he [Foxall] ought of right to be obliged and compelled to pay the same . . . (*condemnation in common form*)

DRAPER *c.* THE 'WOLF,' HARRYSON INTERVENING.

. . . Therefore We, David Lewes . . . (*in common form*) pronounce, decree, and declare, that the aforesaid William Stryngar, in the month of March or April, in the year of the Lord 1567, or thereabouts, was with the approval and knowledge or assent of the aforesaid Nicholas Harryson master or commander of the aforesaid barge called a woodbarge, otherwise the 'Wolf' of Dorney; And that the said William Stryngar, being the master or commander of such barge, bought and procured for the use of the said barge from the aforesaid Sir Christopher Draper, or his agent in that behalf, at the price of £5 17*s.* current and lawful English money an anchor rope commonly called a cable; And that the aforesaid William Stryngar, after the purchase of the aforesaid rope, applied and converted the same anchor cable to the use of the aforesaid barge; And that the said rope in the months and year aforesaid was part of the gear of the same barge; Therefore We condemn the aforesaid Nicholas Harryson in the price of the aforesaid cable, which, according to lawful proof in that behalf made, We estimate and assess at the sum of £5 17*s.* and in costs . . . (*in common form*)

MYCHELL c. RONNALL.

A.D. 1570 File 42, No. 246. Extract from a libel praying for arrest of the goods of Frenchmen, in execution of a sentence of the French courts for restitution, or for damages, to be enforced against the fellow-countrymen of Frenchmen who had spoiled the plaintiff's goods.

. . . . . .

6. Item quod prefatus Johannes Mychell inter alia remedia quibus ad bonorum suorum spoliatorum recuperacionem usus est in Gallia de spolio et damno suo predictis Christianissimo Gallorum regi Carolo qui nunc regnat graviter supplici libello porrecto conquestus est et a sua majestate humiliter petiit ut aliquo modo ei pro bonis spoliatis per sue majestatis subditos satisfieret. Ac ponit ut supra.

7. Item quod prefatus Christianissimus Rex quum querelam et supplicacionem predicti Johannis Mychell considerasset vive vocis oraculo respondit decrevit et interlocutus est ut prefatus Johannes Mychell sisteret et arrestaret non solum quecunque bona predictorum spoliatorum et eorundem participum verum eciam omnia et singula quorumcunque incolarum et inhabitantium bona tam de Morbeau quam de aliis Britanie minoris locis omnimodis in quibus bona spoliata fuissent aliquo modo distracta donec illi pro spolio et damno integre satisfieret quia sue majestati tunc temporis non erat integrum per viam justicie propter civilia bella in universis suis dicionibus sevientia alia via aut racione prospicere vel providere. Ac ponit ut supra.

In re BURGYS, DESMOUNSTERES c. BURGYS.

A.D. 1570 File 43, No. 87, Prohibition. File 42, No. 225, sentence condemning Burgys to deliver up, or to pay for, goods of Parmenter detained by him in payment for food and lodging supplied by him to Parmenter. File 41, No. 36 is Burgys' defence; the libel is missing.

Elizabeth dei gracia . . . Davidi Lewes . . . (*in common form*) . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Johannis Burges . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3) . . . Cumque eojam quidam Rolandus Parmenter et Johannes Parmenter filius dicti Rolandi apud Dorchester in comitatu Dorsettie possessionati fuerunt de diversis bonis et catallis videlicet de tribus culcitris vocatis ffetherbeddes uno gladio vocato a sworde uno pare ocrearum uno candelabro una mensa vocata a square table et duobus paribus braccarum vocatarum breches ut de bonis et catallis suis Et

MYCHELL c. RONNALL.

6. Also that the aforesaid John Mychell, amongst other remedies that he sought in France for the recovery of his goods that were spoiled, grievously complained in a libel by way of petition presented to [King] Charles, the Most Christian king of the French, that now is, and humbly petitioned his Majesty to make satisfaction for the goods spoiled by subjects of his Majesty. And he propounds as aforesaid.

7. Also that the aforesaid Most Christian king, after consideration of the complaint and prayer of the aforesaid John Mychell, answered, decreed, and ordained by word of mouth, that the aforesaid John Mychell should stay and arrest, not only all goods whatsoever of the aforesaid spoilers and their accomplices, but also all and singular the goods, of every sort, of all people and inhabitants whatsoever of, as well Morbihan, as other places of lesser Brittany, at which the spoiled goods should have been in any way dissipated, until complete satisfaction should be made to him for the loss and spoil, because, by reason of civil wars raging throughout all his dominions, it was not at that time possible for his Majesty to afford and provide [a remedy] in the way of justice [or] in any other way or manner. And he propounds as before.

In re BURGYS, DESMOUNSTERES c. BURGYS.

Elizabeth . . . to David Lewes . . . (*in common form*) . . . It has of late been shown to us in our court before us upon the grievous complaint of John Burgys . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3); And whereas of late one Roland Parmenter, and John Parmenter, the son of the said Roland, at Dorchester in the county of Dorset, were possessed of divers goods and chattels, namely, three feather beds, one sword, one pair of boots, one candlestick, one square table, and two pairs of breeches, as of their own goods and chattels,

sic inde possessionati existentes decimo die Junii anno regni dicte domine regine nunc octavo apud Dorchester predictam in comitatu predicto in consideracione quod idem Rolandus et Johannes indebitati fuerunt prefato Johanni Burgys in quatuor libris sexdecim solidis legalis monete Anglie pro esculentis et poculentis in domo ipsius Johannis Burgys per ipsos Rolandum et Johannem Permenter habitis et receptis eidem Johanni Burgys ad tunc et ibidem impignoraverunt eadem bona et catalla detinenda sibi quousque iidem Rolandus et Johannes Burgys[1] dictas quatuor libras et xvj solidos eidem Johanni Burgys pro debito suo predicto satisfecissent Ac postea videlicet vicesimo die Januarii anno regni nostri nunc nono predictus Johannes Burgys deliberavit prefato Rolando et Johanni Permenter unam culcitram gladium ocreas et braccas predictas de predictis bonis et catallis parcellam et residuum bonorum et catallorum predictorum pro debito suo predicto penes se adhuc detinet prout ei bene licet Cumque eciam omnia et singula placita de quibuscunque transgressionibus et detencionibus bonorum et catallorum ac de proprietate eorundem aliqualiter probanda infra hoc regnum Anglie emergentia ad nos et non ad curiam Admirallitatis aliqualiter spectant[1] et pertineant Quidam tamen Petrus Desmounsteres leges et statuta predicta minime ponderans machinans predictum Johannem Burgys contra debitam legis hujus regni Anglie formam ac contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare Necnon nos et coronam nostram regiam exheredare[1] et cognicionem que ad nos et non ad curiam Admirallitatis pertinet ad aliud examen in eandem curiam trahere ipsumque Johannem Burgys coram vobis in curia Admirallitatis predicte de et pro predictis bonis et catallis traxit in placitum libellando contra dictum Johannem Burgys quod predictus Johannes le Parmenter mense Junii anno domini millesimo quingentesimo sexagesimo septimo fuit dominus et proprietarius bonorum et catallorum predictorum quodque dictus Johannes le Parmenter deposuit apud dictum Johannem Burges eadem bona et catalla Ac quod dictus Johannes Parmenter dicta bona dicto Petro Desmounsteres vendidit et eundem Petrum dominum eorundem constituit Ac predictus Petrus Destmounsteres ipsum Johannem Burges in dicta curia Admirallitatis coram vobis de et super premissis condempnari totis suis viribus conatus et indies machinatus in nostri contemptum et ipsius Johannis Burgys dampnum prejudicium et depauperacionem manifesta ac contra formam

[1] Sic.

and being so possessed, on the tenth day of June, in the eighth year of the reign of our said lady the queen that now is, at Dorchester aforesaid, in the aforesaid county, in consideration that the same Roland and John were indebted to the aforesaid John Burgys in £4 16*s.* 0*d.* lawful English money for meat and drink had and received in the house of him, John Burgys, by them Roland and John Parmenter, they then and there pledged the same goods and chattels to the same John Burgys, to be kept by him until the same Roland and John Parmenter [1] should satisfy the said £4 16*s.* 0*d.* to the same John Burgys, for his aforesaid debt; And afterwards, namely, upon the twentieth day of January, in the ninth year of our present reign, the aforesaid John Burgys delivered to the aforesaid Roland and John the feather bed, sword, boots, and breeches aforesaid, [part] of the aforesaid goods and chattels, and, as he is well entitled to do, kept and still keeps the rest of the goods and chattels aforesaid in his own hands [in satisfaction] of his aforesaid debt; And whereas also all and singular pleas touching trespass and detinue of goods and chattels, and touching all manner of proof of property in the same, arising within the realm of England, belong and appertain to us and in no way to the court of Admiralty; Nevertheless one Peter Desmounsteres, not weighing the laws and statutes aforesaid, [and] contriving unduly to trouble, oppress, and vex the aforesaid John Burgys, against due form of the law of this realm of England, and against the form and effect of the aforesaid statutes, and also to the disinherison of us and our royal crown, and in order to draw the cognition [of a matter] that appertains to us, and not to the court of Admiralty, to another tribunal in the same court [of Admiralty], and has drawn him, John Burgys, into a plea before you in the aforesaid court of Admiralty of and for the aforesaid goods and chattels, libelling against the said John Burgys, that the aforesaid John le Parmenter, in the month of June, in the year of our Lord 1567, was owner and proprietor of the aforesaid goods and chattels, and that he, the same John le Parmenter, placed the same goods and chattels in the charge of the said John Burgys, and that the said John Parmenter sold the said goods to the said Peter Desmounsteres and made him owner and proprietor of the same; And the aforesaid Peter Desmounsteres has with all his strength striven, and daily contrives, to get him, John Burgys, condemned in the said court of Admiralty before you, concerning and in respect of the premises, in contempt of us and to the manifest harm, prejudice, and impoverishment of him, John Burgys, and against the

[1] 'Burgys' in the original; mistake for 'Parmenter.'

et effectum legum actuum et statutorum predictorum Et hoc idem Johannes Burges paratus est verificare Unde nobis supplicavit idem Johannes . . . (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated October* 26, 1570)

The sentence (File 42, No. 225), dated May 9, 1570, is as follows:

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prefatum Johannem Burges ad tradendum et restituendum antedicto Petro Desmonstres res bona et supellectilia in scedula presentibus annexa specificata si extent alioquin ad solvendum predicto Petro Demonstres eorum verum valorem quem quidem valorem ad summam iiij^{li} vj^{s} viij^{d} currentis monete Anglie taxamus estimamus et moderamur de jure teneri et compellendum fore pronunciamus decernimus et declaramus Necnon eundem Johannem de Burges in eisdem bonis et rebus si extent alioquin [in] eorum vero valore predicto atque in expensis legitimis per partem prenominati Petri Desmonstres in hac parte factis et fiendis condemnamus . . . (*in common form*)

BURDESON c. COCKERELL.

A.D. 1570 File 42, No. 221. Sentence for non-delivery; *ibid.* No. 231, allegation that the wines were lost by bad weather, that no freight had been paid for the part lost, that the custom of merchants is, that where wines are lost by bad weather, the merchant must, at his option, take the empty casks and pay freight, or leave the casks and pay no freight; and that Burdeson had elected to leave the casks and pay no freight.

File 41, No. 68 charter-party; File 42, No. 186, sentence in respect of wine in another ship.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . dictum Nicholaum Burdesen per se et suos sexaginta quinque dolia vini in navi vocata the Lyon de Torbay cujus erat magister dictus Thomas Clyff in portu de Rochell onerasse Londinium transportanda dictumque Thomam Clyff dicta sexaginta quinque dolia vini in navem suam recepisse et viginti quinque dolia vini ex dictis sexaginta quinque doliis dicto Nicholao Burdesen minime tradidisse pronunciamus decernimus et declaramus Quocirca eundem Thomam Clyffe in dictis viginti quinque doliis vini si extent alioquin in eorum vero valore quem quidem valorem ad summam centum et viginti quinque librarum currentis monete Anglie estimamus ac in expensis legitimis . . . (*condemnation in common form*)

form and effect of the laws, acts, and statutes aforesaid; And this he, John Burgys, is ready to verify; Wherefore the same John Burgys has petitioned us . . . (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated October* 26, 1570)

The sentence:

'. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid John Burgys is of right bound, and should be compelled, to restore to the aforesaid Peter Desmounsteres the things, goods, and furniture, specified in the schedule annexed to these presents, if the same are in existence, and, if not, to pay to the aforesaid Peter Desmounsteres their true value, which We assess, estimate, and tax, at the sum of £4 6*s.* 8*d.* of current English money; And further We condemn him, John Burgys, in the same goods and things, if they are in existence, and, if not, in their true value aforesaid, and in lawful costs incurred and to be incurred on behalf of the abovenamed Peter Desmounsteres in this behalf . . . (*in common form*)

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. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the said Nicholas Burdeson, himself or by his agents, in the port of Rochelle, loaded in the ship called the 'Lion' of Torbay, of which the said Thomas Clyffe was master, 65 casks of wine, to be carried to London, and that the said Thomas Clyffe received the 65 casks of wine on board his ship; And that he failed to deliver to the said Nicholas Burdeson 25 casks of wine, out of the said 65 casks. Wherefore . . . We condemn the same Thomas Clyffe in the said 25 casks of wine, if they are in existence, and, if not, in their true value, which We assess at the sum of £125 of current English money, and in costs . . . (*in common form*)

HEATHE c. MOORE.

A.D. 1570 File 42, No. 204. Sentence for negligently shifting a lighter in the Thames, and sinking her, by mooring her alongside a ship, which sat upon her. File 41, No. 60; File 40, Nos. 56, 57.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . antefatos Jacobum Heathe et Dedericum Goarts mensibus et anno libellatis dominos et proprietarios scaphe onerarie libellate vocate a berebote proque talibus et ut tales communiter dictos tentos habitos nominatos et reputatos fuisse et esse Eosdemque Jacobum et Dedericum mensibus et anno predictis dictam suam scapham reficiendi ejusdem causa in portu quodam communiter dicto Henry Whytes Key in australi parte Thamesis infra fluxum et refluxum maris ac jurisdiccionem Admirallitatis predicte alligari curasse Dumque dicta scapha in dicto portu sisteret dictus Christoferus Moore navem suam dictam the Swallowe of Malden alias the Arke of Burnham oneris quadraginta doliorum ad eundem portum nuncupatum Whyte Key adduxisse cumque eo pervenisset dictum Christoferum Moore scapham antedictam solvisse eandemque e portu predicto ubi tuta alligata permansit eduxisse eandemque scapham dolo culpa vel negligencia collocasse et alligasse in alio loco satis incommodo videlicet in loco quodam medio inter ripam Thamesis et navem suam Eaque racione cum jam Thamesis flueret scapham antedictam onere dicte navis oppressam submersam fuisse Ac denique refluente aqua cum jam carina dicte navis in dicta scapha resideret eandem scapham vi navis antedicte dolo culpa seu negligencia dicti Moore scissam ruptam et fractam fuisse Verumque valorem scaphe predicte ad summam sive valorem quatuor librarum currentis et legalis monete Anglie communi hominum estimacione notorie se extendisse pronunciamus decernimus et declaramus Dictum igitur Christoferum Moore in vero valore dicte scaphe quem quidem valorem ad summam quatuor librarum currentis et legalis monete Anglie juxta probaciones legitimas in hac parte coram nobis factas taxamus et moderamus atque in expensis legitimis . . . (*condemnation in common form*)

DUCKETT c. BARNE.

A.D. 1570 File 42, No. 106. Sentence upon a policy of insurance. Libel, File 41, No. 122. Mendez, a Portuguese merchant, was the assured, and had assigned his right of action to Duckett, the plaintiff. There is an allegation,

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. . . Therefore We, David Lewes . . . (*in common form*) . . . pronounce, decree, and declare, that the aforenamed Jacob Heathe, and Derrick Goarts, in the months and year libellate, were owners and proprietors of a freight boat called a beer boat, and were and are commonly called, deemed, held, named, and reputed as such; And that the same Jacob and Derrick, in the months and year aforesaid, caused their said boat to be moored in a certain haven called Henry Whyte's Key, on the south side of the Thames, within the ebb and flow of the sea, and within the jurisdiction of the Admiralty aforesaid, for the purpose of repairing the same; And that, whilst the said boat lay in the said haven, the said Christopher Moore brought his ship called the 'Swallow' of Maldon, otherwise the 'Ark' of Burnham, of the burden of 40 tons, to the same haven called Whyte's Key; And that, when he had arrived there, the said Christopher Moore unmoored the said boat, and brought the same out of the aforesaid haven, where she lay safely moored, and craftily, carelessly, and negligently, put and moored the same boat in another quite unsuitable place, namely, in a place between the bank of the Thames and his own ship; And that in that way, when the tide of the Thames flowed, the aforesaid boat was overlaid and sunk by the weight of the said ship; And that, subsequently,when the tide ebbed, and the keel of the said ship sat upon the said boat, the same boat was torn open, burst, and broken by the force of the said ship, through the craft, fault, or negligence of the said Moore; And that the true value of the aforesaid boat, by the common estimation of men, notoriously amounted to the sum or value of four pounds of current English money; We therefore condemn the said Christopher Moore in the true value of the said boat, which value We estimate and assess at the sum of £4 of current and lawful English money, according to lawful proof in this behalf made before Us, And in costs . . . (*in common form*)

ibid. No. 152, that the assignment was colourable, and that it was made by Mendez in order to save his debt from arrest.

. . . Idcirco Nos David Lewis . . . (*in common form*) . . . quendam Alvarum Mendez in dicto libello mencionatum per se et suos in ea parte factores actores et negociorum gestores mensibus et anno libellatis onerasse seu onerari curasse in quadam navi oneraria vocata Cervo Volante alias the Flieing Hart tunc in insula Madera existente saccara succad' melasses et pecuniam numeratam aliasque merces valoris ducentarum librarum et eo amplius e dicta insula de Madera per altum mare in Zelandiam transportanda pronunciamus decernimus et declaramus Prefatosque Georgium Barne Christoferum Hoddeson Rogerum Smith Edwardum Hogan Willielmum Wrothe et Arthurum Dawbney inter alios pro quisbusdam pecuniarum summis eisdem respective solutis et numeratis pecuniam numeratam ac merces predictas ad summan ducentarum librarum bone et legalis monete Anglie assecurasse Necnon periculum mercium in dicto viagio sive itinere cum eadem nave ab insula Madera ad Zelandiam per altum mare transportandarum usque ad summam sive valorem ducentarum librarum bone et legalis monete Anglie in se suscepisse et acceptasse sub modo et forma specificatis et expressis in schedula assecuracionis hujusmodi libello ex parte dicti Lionelli Duckett in hac causa dato annexa eorundem respective manibus subscripta et in registro hujus curie remanente ac per eorum quemlibet [1] confessionem quam pro hic lectam et insertam quatenus ipsorum quemlibet tangit et concernit habemus et haberi volumus quatenus expedit pronunciamus decernimus et declaramus Mercesque et pecuniam predictam in itinere predicto antequam ad cursum destinatum perducerentur per magistrum Willielmum Winter in libello mencionatum vigore et auctoritate quarundam literarum reprisaliarum eidem Willielmo Winter rite et legitime concessarum occupatas et detentas ac arrestatas fuisse et esse Sicque per eundem Willielmum Winter occupari et detineri in presenti Eoque pretextu antedictum Alvarum Mendez mercibus pecuniis et rebus suis antedictis spoliatum fuisse et esse et easdem amisisse pronunciamus decernimus et declaramus Dictumque Alvarum Mendez post premissa dicto Lionello Duckett omnes et omnimodas acciones quas dictus Alvarus Mendez racione dicte convencionis sponsionis sive assecuracionis pro summis respective per dictos mercatores assecuratis adversus dictos mercatores habuit seu habere potuit aliquo modo cessisse transtulisse Ac eo pretextu jus petendi dictas pecuniarum

[1] Sic.

DUCKETT c. BARNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that Alvarus Mendez, in the said libel mentioned, himself or by his factors agents and commissioners in that behalf, in the months and year libellate loaded or caused to be loaded in a certain trading ship called the 'Flying Hart,' then being at the island of Madeira, sugar, . . . [1] molasses, and cash, and other wares, of the value of £200 and more, to be carried on the high sea from the said island of Madeira to Zealand; And that the aforesaid George Barne, Christopher Hoddeson, Roger Smith, Edward Hogan, William Wrothe, and Arthur Dawbney, amongst others, in consideration of certain sums of money paid and accounted for to them respectively, assured the aforesaid cash and wares for the sum of £200 of good and lawful English money; And We also pronounce, decree, and declare, that they took upon themselves and accepted the risk of carrying the [said] wares over the sea upon the aforesaid voyage or journey with the same ship from the island of Madeira to Zealand, to the amount or value of £200, of good and lawful English money, in manner and form specified and expressed in the schedule of such policy of assurance annexed to the libel given in this cause on behalf of the said Lionel Duckett, [which schedule is] subscribed with their respective hands, and remains in the registry of this court, and is admitted by each of them, which admission We deem and order to be deemed, so far as necessary, to be here inserted, so far as [the same] touches and concerns each of them; And We pronounce, decree, and declare that the wares and cash aforesaid, in the course of the aforesaid voyage and before they were brought to their destination, were and are by Master William Winter, in the libel mentioned, by virtue and authority of certain letters of reprisal duly and lawfully granted to the same William Winter taken, detained, and arrested; And that by reason thereof the aforesaid Alvarus Mendez was and is spoiled of, and has lost, the same; And We pronounce, decree, and declare, that the said Alvarus Mendez, after the premises, assigned and transferred to the said Lionel Duckett all and all manner of actions which the said Alvarus Mendez by reason of the said agreement suretyship or assurance had, or could in any way have, against the said merchants for the sums respectively assured by the said merchants; And that, by reason thereof, the right of suing the said merchants for the said

[1] Succad'.

summas a dictis mercatoribus in dictum Lionellum Duckett translatum fuisse et esse pronunciamus decernimus et declaramus Ideoque prefatum Georgium Barne summam xxxiij^{li} vj^{s} viij^{d} Christoferum Hoddeson summam xxv^{li} Rogerum Smith summam xxv^{li} Edmundum Hogan xxxiij^{li} vj^{s} viij^{d} Willielmum Wrothe summam xxv^{li} et Arthurum Dawbney summam xxxiij^{li} vj^{s} viij^{d} juxta eorum confessiones predictas quas pro hic eciam lectas et insertas habemus et haberi volumus juxta tenorem dicte bille sive schedule assecuracionis eorum manibus ut prefertur subscripte prefato Lionello Ducket premissorum obtentu respective debuisse et debere atque ad solucionem et satisfaccionem debitam hujusmodi de jure teneri et compellendos fore debere eciam pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

HANSEATIC COMPANY c. JACOBSON.

A.D. 1571 File 43, No. 189. Sentence condemning the defendant for bringing over forged letters of introduction; Libel, File 42, No. 77. There is another similar case, *ibid.* Nos. 118, 213.

In dei nomine Amen Auditis . . . (*in common form*) . . . inter discretos viros Prefectum Seniores et Juratos mercatorum confederatorum civitatum Anse Theutonice Londini in Anglia residentium partem agentem et querelantem ex una et Jacobum Jacobson Brabantinum seu Belgicum partem ream et querelatam partibus ex altera . . . Idcirco Nos David Lewis . . . (*all in common form*) . . . dictos agentes eorumque precessores (*sic*) et predecessores a tempore immemorato nonnulla privilegia immunitates libertates et indulta circa mercature exercitacionem et vectigalium solucionem in hoc inclito Anglie regno inque aliis serenissime Anglie regine dicionibus a regibus et principibus hujus incliti regni Anglie habuisse et habere iisdemque privilegiis immunitatibus et indultis per tempus predictum pacifice et quieta[1] gavisos fuisse et esse Atque inter alias civitates Hanse predicte dictis privilegiis indultis et immunitatibus predictis donatas celebrem civitatem Bremensem in Alemania per omne tempus predictum una cum aliis civitatibus pari jure comprehensam fuisse aut esse pronunciamus decernimus et declaramus Prefatumque Jacobum Jacobson aliquo tempore non fuisse neque esse civem aut inhabitantem dicte civitatis Bremensis aut alicujus alterius civitatis aut oppidi mercatorum confederatorum societatis pre-

[1] Sic.

sums of money was transferred to the said Lionel Duckett; And that, therefore, according to the tenor of the said bill or schedule of assurance subscribed by their hands as aforesaid, [and] according to their aforesaid admissions, which We deem and order to be deemed to be here also read and inserted, the aforesaid George Barne owed and owes to the aforesaid Lionel Duckett, by reason of the premises, the sum of £33 6*s.* 8*d.*, Christopher Hoddeson, the sum of £25, Roger Smith, the sum of £25, Edmund Hogan, £33 6*s.* 8*d.*, William Wrothe, the sum of £25, and Arthur Dawbney the sum of £33 6*s.* 8*d.*, respectively; And We also pronounce, decree, and declare, that they are of right bound and ought to be bound to pay and satisfy such debt . . . (*condemnation in common form*)

HANSEATIC COMPANY *c.* JACOBSON.

In the name of God Amen . . . (*in common form*) . . . between the discreet men, the Provost Elders and Jurats of the society of merchants of the cities of the Hanse of Germany residing in England, plaintiffs, of the one part, and Jacob Jacobson, of Brabant or Belgium, defendant, of the other part . . . therefore We, David Lewes . . . (*all in common form*) . . . pronounce, decree, and declare, that the said plaintiffs and their forerunners and predecessors from time immemorial have had and have [granted to them] by the kings and princes of this famous realm of England certain privileges, immunities, liberties, and indulgences touching the trade of merchandizing and the payment of customs in this famous realm of England and in the other dominions of the most serene queen of England, and throughout the time aforesaid have enjoyed and are now in quiet and peaceful enjoyment of the same privileges, immunities, and indulgences; And that amongst other cities of the Hanse aforesaid that are in enjoyment of the privileges, indulgences, and immunities aforesaid, the renowned city of Bremen, in Germany, was throughout all the time aforesaid, and now is, associated with the other cities [aforesaid] in the enjoyment of such rights; And We pronounce, decree, and declare, that the aforesaid Jacob Jacobson never was at any time a citizen or inhabitant of the said city of Bremen, or of any other city or town of the associated merchants of the aforesaid

dicte sed fuisse et esse de Antwerpia in partibus inferioris Germanie eciam pronunciamus decernimus et declaramus Ac premissis non obstantibus sed veris existentibus dictum Jacobum Jacobson premissorum omnium et singulorum satis sciolum litteras quasdam testimoniales fictas falsas et surrepticias testificantes se fuisse et esse civem dicte civitatis Bremensis ac unum ex mercatoribus confederatis predictis ac sigillo adulterino comunitas a partibus ultramarinis ad hoc regnum Anglie per altum mare et jurisdiccionem Admirallitatis Anglie secum adduxisse et cum iisdem literis in hoc regno infra jurisdiccionem predictam inventum fuisse nullumque certum authorem predictarum confictarum et falsarum literarum testimonialium probasse aut docuisse ac premissorum occasione prefatum Jacobum Jacobson debite puniendum et corrigendum fore debere pronunciamus decernimus et declaramus dictumque Jacobum Jacobson in expensis legitimis ex parte et per partem dictorum prefecti seniorum et juratorum mercatorum confederatorum civitatum predictarum in hac parte et occasionis litis hujusmodi factis et fiendis condemnando et condemnamus . . . (*in common form*)

BODACAR c. BLOCK.

A.D. 1571 File 43, No 26. Sentence for non-delivery. Dutch bill of lading (printed), *ibid.* No. 164, see, *supra*, p. 63. See also File 43, Nos. 124 to 131, 161 to 165; appeal dismissed, File 46, No. 19. The loss was by tempest and pillage of wreckers.

. . . Idcirco nos David Lewes . . . (*common form*) . . . prenominatum Johannem Jonson Block anno et mensibus libellatis patronum sive magistrum navis nuncupate le Sampson de Hampsterdame fuisse necnon summam quadringentorum ducatorum monete Hispanie ad prefatum Bonaventurum Bodacar jure dominii seu quasi spectantem et pertinentem apud Lushburne abinde per altum mare ad oppidum Antwerpie transportandam in dictam navem recepisse et habuisse atque ad transportandum summam hujusmodi et dicto Bonaventuro Bodacar vel ejus deputato tradendum pro quodam naulo in ea parte convento juxta confessionem ipsius Johannis Jonson Block coram nobis judicialiter factam et alias probaciones in registro hujus curie remanentes quas pro hic lectas et insertas habemus et haberi volumus quatenus expedit pepegisse contraxisse et convenisse pronunciamus decernimus et declaramus Atque eundem Johannem Jonson Block dictam summam quatringentorum[1] ducatorum juxta ipsius pactum et convencionem predicta minime tradidisse sed eandem tradere recusasse seu saltem plus justo distulisse eciam pronunciamus

[1] Sic.

society, but was and is of Antwerp, in the parts of lower Germany; And that, notwithstanding the premises, and [the said premises] being in fact true, the said Jacob Jacobson, being well aware of all and singular the premises, brought with him over the high sea and [within] the jurisdiction of the Admiralty of England, to this realm of England, from parts beyond sea, certain forged, false, and surreptitious letters of introduction, testifying that he was and is a citizen of the said city of Bremen, and one of the associated merchants aforesaid, [such letters] being certified with a forged seal; And that he [Jacobson] was found with the same letters in this realm, within the jurisdiction aforesaid, and could neither prove, nor give information of any certain writer of the aforesaid forged and false letters of introduction; And by reason of the premises We pronounce, decree, and declare that the said Jacob Jacobson ought to be duly punished and corrected; And We condemn the said Jacob Jacobson in lawful costs in this behalf, and by reason of this suit, incurred and to be incurred by and on behalf of the said Provost, Elders and Jurats of the associated merchants of the aforesaid cities . . . (*in common form*)

BODACAR *c.* BLOCK.

. . . Therefore we, David Lewes . . . (*common form*) . . . pronounce, decree, and declare, that John Johnson Block in the year and months libellate was pātron or master of the ship called the 'Sampson,' of Amsterdam; And that at Lisbon he received and had the sum of four hundred ducats of Spanish money belonging and appertaining by right of ownership or quasi-ownership to the aforesaid Bonaventura Bodacar, to be transported in the said ship from thence over the high sea to the town of Antwerp; And that, for a certain freight in that behalf agreed upon, according to the confession of him, John Johnson Block, judicially made before Us, and [according to] other proofs remaining in the registry of this court, (which proofs We deem and desire to be deemed as here read and inserted so far as the same are material), he [Block] promised, contracted, and agreed, to transport such sum and deliver it to the said Bonaventura Bodacar or his deputy; And that the same John Johnson Block failed to deliver the said sum of four hundred ducats and refused, or at least delayed longer than is right, to deliver the same; Therefore We pronounce, decree, and declare,

decernimus et declaramus Prenominatum igitur Johannem Jonson Block ad restitucionem et tradicionem dicte summe quadringentorum ducatorum prefato Bonaventuro Bodacar aut ejus parti de jure teneri et compellendum fore debere pronunciamus decernimus et declaramus Eundemque Johannem Jonson Block in summa dicta quadringentorum ducatorum condemnamus . . . (*in common form, the usual clause as to costs being struck out*)

COIP c. WYTZBARGH.

A.D. 1572 File 44, No. 187. Writ of certiorari (paper copy) to the Court of the Mayor and Sheriffs of London, in an action of debt between merchant strangers.

Elizabeth dei gracia Anglie Francie et Hibernie regina fidei defensor etc. maiori et vicecomitibus Londonie salutem Volentes certis de causis cerciorari super tenore recordi et processus cujusdam loquele que est coram vobis in curia nostra civitatis predicte sine brevi nostro secundum consuetudinem ejusdem civitatis inter Johannem Coip alias Koip mercatorem extraneum querentem et Johannem Wytzbargh mercatorem extraneum defendentem de debito sexaginta librarum quod idem Johannes Coipe alias Koip a prefato Johanne Wytzbarghe exigit necnon in [1] recordo et processu ejusdem attachiamenti predictarum sexaginta librarum in pecuniis numeratis ut de pecuniis ipsius Johannis Witzbargh in manibus Mauricii Tymberman Aldermanni de le Styllyard habiti moti facti sive pendentis Vobis mandamus quod tenorem recordi et processus tam loquele quam attachiamenti predictarum cum omnibus ea tangentibus quibuscunque nominibus partes predicte in loquela sive attachiamento illis censeantur nobis in cancellariam nostram in Quindena Sancte Trinitatis proximo futura ubicunque tunc fuerit sub sigillis vestris vel unius vestrum distincte et aperte mittatis et hoc breve Teste me ipso apud Westmonasterium secundo die Junii anno regni nostri quartodecimo

C. Cordell [2]

SPINOLA c. DE BEWLEY.

A.D. 1572 File 44, No. 35. Sentence, condemning the defendant to restore, or make compensation for, four barrels of cochineal bought by him from spoilers of the 'Flying Dragon'; File 43, No. 155, warrant to arrest the cochineal. Cf. Spinola c. Barnes, File 46, Nos. 298, 338.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Petrum Christoferum et Petrum Franciscum Spinola

[1] Sic.

[2] Semble, a clerk.

that the abovenamed John Johnson Block is of right bound and ought to be compelled to make restitution and delivery of the said sum of four hundred ducats to the aforesaid Bonaventura Bodacar, or to his party; and by this Our diffinitive sentence We condemn the same John Johnson Block in the said sum of four hundred ducats . . . (*in common form, the usual clause as to costs being struck out*)

COIP c. WYTZBARGH.

Elizabeth, by the grace of God Queen of England, France, and Ireland, defender of the faith, etc., to the Mayor and Sheriffs of London, Greeting: Being minded for certain reasons to be further informed touching the tenour of the record and process of a certain plaint that is before you in Our court of the aforesaid city, without Our writ, according to the custom of the same city, between John Coip, otherwise Koip, merchant stranger, plaintiff, and John Wyrtzbargh, merchant stranger, defendant, touching a debt of £60 that the same John Coip, otherwise Koip, is seeking to recover from the aforesaid John Wytzbargh, and also [touching the tenour] of the record and process of the same attachment had, moved, issuing, or pending, of the aforesaid sixty pounds in money, as of the moneys of him, John, in the hands of Maurice Tymberman, alderman of the Steelyard; We command you that you send openly and clearly [certified] under your seals, or under the seal of one of you, to Us, in Our Chancery, by the quindene of the Holy Trinity next to come, wheresoever [our chancery] shall then be, the tenour of the record and process of, as well the plaint, as the attachment aforesaid, together with all matters concerning the same, by what names soever the aforesaid parties be described in such plaint and attachment, and also this writ; Witness myself at Westminster, the second day of June in the fourteenth year of Our reign

C. Cordell

SPINOLA c. DE BEWLEY.

. . Therefore We, David Lewes, . . . pronounce, decree, and declare, that the beforenamed Peter Christopher and Peter Francis

annis et mensibus libellatis in navi appellata the Flyinge Dragon in partibus ultramarinis quatuor vasa vocata barellos grani vocati cochenellis onerasse ac eciam eosdem quatuor barellos cochenellis super mare direptos et spoliatos fuisse Dictumque Johannem de Bewley eosdem quatuor barellos cochenellis a spoliatoribus et direptoribus pro precio xij^{s} pro singulis libris dicti cochenellis emisse et noctu ac clam a predicta navi avexisse pronunciamus decernimus et declaramus Eundemque igitur Johannem de Beawley ad restitucionem dictorum quatuor barellorum cochenellis si extent prefatis agentibus de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus Necnon eundem Johannem de Beawley in dictis quatuor barellis cochenellis si extant alioquin in eorum vero valore quem ad summam trecentarum et sexaginta librarum monete Anglicane estimamus et moderamus atque in expensis . . . (*condemnation in common form*)

PEPPET c. PARSONS.

A.D. 1573 File 45, No. 301. Sentence against a pilot for negligently losing a ship and her cargo of fish ; see also *ibid.* Nos. 367, 369.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prefatum Gilbertum Peppet Robertum Vinton et Johannem Hillman quandam navem vocatam the John of Lymston in partibus ultramarinis vocatis Newe founde Lande cum lxx millibus piscium salsorum vocatorum Newe founde Lande fissh onerasse dictamque navem cum piscibus predictis ante portum sive rivum de Exmowth salvo appulisse Prefatumque Johannem Parsons pilotam pro conduccione navis et piscium predictorum intra portum sive rivum de Exmowth predictum conductum fuisse et esse operasque suas antedicto Gilberto Peppet et aliis in ea parte locasse dictumque Johannem Parsons assumentem in se onus conduccionis navis et ceterorum premissorum in portum predictum suo dolo culpa ignorancia temeritate et negligencia navem predictam cum piscibus predictis in arenas et scopulos maris impegisse ac eo pretextu navem predictam naufragium fecisse ac ea racione octodecim millia piscium predictorum in mare submersa fuisse et penitus periisse et deperdita fuisse Reliquum vero piscium predictorum in dicta nave conservatarum [1] madefactum et deterius redditum fuisse dictamque navem maxime conquassatam et deterioratam fuisse et esse pronunciamus decernimus et declaramus Dictosque Gilbertum Peppett Robertum Vinton et Johannem Hillman ex jactura xviij millium piscium predictorum summam ij^{c} lx^{li} amisisse et ex deterioracione

[1] Sic.

Spinola, in the years and months libellate, loaded in the ship called the 'Flying Dragon,' in parts beyond sea, four barrels of grains called cochineal; And that the same four barrels of cochineal were robbed and spoiled upon the sea; And that the said John de Bewley bought the same four barrels of cochineal from the spoilers and robbers, at the price of 12*s.* for each pound of the said cochineal; And that he carried away [the same] from the said ship by night and stealthily; And therefore We pronounce, decree, and declare, that the same John de Bewley is of right bound and ought to be compelled to restore the said four barrels of cochineal to the said plaintiffs, if [the same barrels] are in existence; And, further, We condemn the same John de Bewley in the said four barrels of cochineal, if they are in existence, and, if not, in their true value, which we estimate and assess at the sum of £360 of English money . . . and in costs . . .

PEPPET *c.* PARSONS.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Gilbert Peppet, Robert Vinton, and John Hillman, loaded a certain ship, called the 'John' of Lympston, in parts beyond sea, called Newfoundland, with 70,000 salt fish called Newfoundland fish; And that the said ship with the aforesaid fish arrived safely off the port or river of Exmouth; And that the aforesaid John Parsons was hired as pilot to conduct the aforesaid ship and fish into the port or river of Exmouth aforesaid: And that he [Parsons] hired his services to the aforesaid Gilbert Peppet, and others his associates in that behalf; And that the said John Parsons, taking upon himself the duty of conducting the [said] ship and the rest of the premises into the aforesaid port, by his craft, fault, ignorance, rashness, and negligence, caused the aforesaid ship, with the aforesaid fish, to strike upon the sands and rocks of the sea; And that in consequence thereof the aforesaid ship was wrecked; And that by reason thereof 18,000 of the aforesaid fish were sunk in the sea and utterly perished and lost; And that the rest of the aforesaid fish, which were saved in the said ship, were wetted and damaged; And we pronounce, decree, and declare, that the said Gilbert Peppet, Robert Vinton, and John Hillman, through the casting away of the aforesaid 18,000 fish, lost the sum of £260, and that by reason of the

reliquarum piscium predictorum damnum ad summam lx^{li} ex navis autem conquassacione et jactura damnum similiter ad summam lxvj^{li} xiij^{s} iiij^{d} sentiisse pronunciamus decernimus et declaramus Dictum igitur Johannem Parsons in summa cccxxvj^{li} xiij^{s} iiij^{d} [1] pro damnis predictis dictis Gilberto Peppet Roberto Vinton et Johanni Hillman ac in expensis legitimis . . . (*condemnation in usual form*)

MAYE c. HAWKYNS.

A.D. 1573 File 45, No. 110. Sentence for restitution of the goods of Salvago, a Spaniard, which had been piratically captured, and had subsequently come to the hands of Hawkyns; £938 out of a total value of £1150 being allowed to Hawkyns for salvage. File 45, No. 111 is a similar sentence against Hawkyns in favour of one Jeronimus de Lopez, £155 out of a value of £675 being allowed for salvage. The libel, *ibid.* No. 137, alleges that Hawkyns bought the goods from the pirates knowingly. Lopez was an insurer, in whom Salvago's rights in the goods had vested.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . bona res et merces in scedula predicto libello annexa mencionata annis et mensibus libellatis aut eorundem mensium uno sive aliquo jure dominii seu quasi ad dictos agentes spectasse et pertinuisse Atque bona res et merces hujusmodi per quosdam maris grassatores et piratas super alto mare in viagio versus locum exoneracionis navigantia spoliata et capta fuisse Necnon partem seu quantitatem bonorum rerum et mercium hujusmodi ad summam sive valorem 1150^{li} sterlingorum pervenisse postea ad manus et possessionem dicti Johannis Hawkyns et Willielmi Hawkins fratris ejus et socii in illa redempcionis negociacione dictamque quantitatem bonorum valoris 1150^{li} sterlingorum penes eosdem Willielmum et Johannem Hawkins in presenti esse et remanere pronunciamus decernimus et declaramus dictumque Johannem et Willielmum Hawkyns summam 938^{li} sterling non tantum pro redempcione et recuperacione bonorum et mercium predictorum a dictis captoribus verum eciam pro aliis oneribus et expensis necessariis conservacionem et salvam custodiam eorundem bonorum concernentibus et tangentibus utiliter atque in rem actorum bona fide solvisse et exposuisse juxta confessionem procuratoris prefatorum agentium pro eisdem coram nobis factam quam pro hic lectam et insertam habemus et haberi volumus quatenus expedit eciam pro-

[1] Sic.

rest of the aforesaid fish being damaged they sustained loss to the amount of £60, and that by reason of the breaking up and loss of the ship in like manner [they sustained loss] to the amount of £66 13*s.* 4*d.*; We therefore condemn the said John Parsons in the sum of £326 13*s.* 4*d.*[1] for the aforesaid losses of the said Gilbert Pettet, Robert Vinton, and John Hillman, and in lawful costs . . . (*in common form*)

MAYE c. HAWKYNS.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the goods and wares mentioned in the schedule annexed to the aforesaid libel, in the years and months libellate or in one or some of them, belonged and appertained to the said plaintiffs by right of ownership or quasi-ownership; And that such goods and wares, in their voyage over the high sea towards their place of discharge, were spoiled and captured by rovers of the sea and pirates; And also that a part or quantity of such goods and wares, to the value or amount of £1150 sterling, afterwards came to the hands and possession of the said John Hawkyns and William Hawkyns, his brother and associate in that business of redemption; And that the said quantity of goods, of the value of £1150 sterling, at present is and remains in the hands of the same William and John Hawkyns; And We also pronounce, decree, and declare, that the said John and William Hawkyns usefully, and in good faith, and for the benefit of the aforesaid plaintiffs, paid and expended the sum of £938 sterling, not only for the redemption and recovery of the aforesaid goods and wares from the said captors, but also for other necessary charges and expenses touching and concerning the preservation and safe custody of the same goods, according to the admission of the proctor for the aforesaid plaintiffs made on their behalf before Us, which admission, so far as necessary, We deem and order to be deemed as here read and inserted; And We also pronounce, decree, and

[1] Qy. mistake for £386 13*s.* 4*d.*

nunciamus decernimus et declaramus Eandemque summam 938li dicto Johanni Hawkyns racione et obtentu premissorum de jure allocandam fore debere et per presentes allocamus Itaque eundem Johannem Hawkins deducta et illi allocata antedicta summa 938li sterlingorum que ad ejus possessionem juxta ipsius procuratoris confessionem coram nobis factam pervenerunt condemnamus Necnon eundem Johannem Hawkyns ad solvendum dictam summam 212li sterlingorum pro reliquo et integro residuo bonorum hujusmodi parti dictorum agentium de jure teneri et compellendum fore debere pronunciamus decernimus et declaramus per hanc nostram sentenciam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

MERCHANT ADVENTURERS COMPANY c. THE 'ELIZABETH GEORGE' AND GOODS OF WOODGATE.

A.D. 1574 File 46, No. 123. First decree [1] against an interloper on the monopoly of the Merchant Adventurers. Libel, *ibid.* 244; answer *ibid.* No. 265. File 46, No. 74, is a similar first decree against goods belonging to Porder also in the same ship. Cf. File 48, No. 35; File 49, No. 39.

In dei nomine Amen Coram Vobis &c. . . . (*in common form*) . . . Pars spectabilium virorum gubernatorum consulum assessorum societatis et communitatis mercatorum Anglorum Adventuratorum propter detectiones terrarum territoriorum insularum dominiorum et principatuum mari et navigacionibus incognitis nec ante nuperrimam eorundem mercatorum periclitacionem mari frequentatorum contra et adversus navem vocatam the Elizabeth George portus Jernemuth ejusque apparatus et ornamenta ac contra bis mille et quadringenta pelles vocatas hides in eadem existentes necnon contra quemcunque alium coram vobis pro eadem nave ac bonis predictis in judicio legitime intervenientem per viam querele ac vobis in hac parte querelando . . . (*in common form*) . . . in jure proponit Quod . . . (*recital of letters patent from Philip and Mary granting monopoly of trade to Russia and the north to the Merchant Adventurers, with prohibition of interlopers upon pain of forfeiture of ship and cargo*) . . . Quodque Richardus Woodgate mensibus &c. (*in common form*) de numero dicte societatis aut communitatis nullo modo existens premissorum non ignarus cum dicta ejus navi vocata the Elizabeth [2] diversis bonis rebus et mercibus onerata a portu de Yermuth per altum mare ad maris portum sive locum vocatum the Narve [2]

[1] In form a pleading, but in effect a decree; see vol. i., Introduction, p. 38. [2] Sic.

declare, that the same sum of £938 ought of right to be allocated to the said John Hawkyns, by reason and on account of the premises; And by these presents We so allocate [the same]; And, therefore, after deducting and allocating to him the aforesaid sum of £938, which, according to the confession of his proctor made before Us, has come to his possession, We condemn the same John Hawkyns; And, further, by this Our diffinitive sentence, or this Our final decree, which We pass and promulgate in this writing, We pronounce, decree, and declare that the same John Hawkyns is of right bound, and ought to be compelled, to pay to the party of the said plaintiffs the said sum of £212 for the rest and entire residue of such goods

MERCHANT ADVENTURERS COMPANY c. THE 'ELIZABETH GEORGE' AND GOODS OF WOODGATE.

In the name of God Amen . . . (*in common form*) . . . the party of the distinguished men, the Governors Consuls and Assessors of the society and community of English Merchant Adventurers to discover lands, territories, islands, dominions, and states, in seas and voyages that were unknown, and, until the recent adventure by sea of the same merchants, unfrequented, against the ship called the 'Elizabeth George,' of the port of Yarmouth, and her apparel and furniture, and against 2040 skins called hides on board the same ship, and also against whomsoever else should lawfully intervene before you in court for the same ship and the goods aforesaid, by way of complaint and complaining to you in this behalf . . . (*common form*) . . . in law propounds That . . . (*recital of letters patent to the Company, granting monopoly of trade and prohibition of interlopers*) . . . And that Richard Woodgate, in the months . . . (*common form*) . . . being in no way of the number of the said society or community, and not being ignorant of the premises, with his said ship, the 'Elizabeth' (*sic*), laden with divers goods things and merchandise, made a voyage from the port of Yarmouth to a port or place of the sea called the Narva, being under

sub dicione dicti Imperatoris de Russia existente viagium fecisse et ibidem vendicioni exposuisse et abinde inter alia predictas bis mille et quadringenta pelles vocatas hides in ejus navi predicta ad dictum portum de Yermuth adduxisse et sic in dictis locis sibi premissorum obtentu penitus prohibitam mercaturam exercuisse contra formam acti [1] parliamenti et literarum patentium predictarum Et quod eo obtentu predicta navis ejusque apparatus et ornamenta necnon predicte bis mille et quadringenta pelles fuerunt et sunt forisfacte et confiscate Unde pars predictorum gubernatorum consulum et assessorum societatis et communitatis mercatorum predictorum &c. (*in common form, praying for arrest of ship and goods, appraisement, and possession*)

FONES c. VREY.

A.D. 1578 File 48, No. 177. Sentence condemning the defendant for spoil, and for wounding seamen.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Andream Fones Robertum Fid Jasperum Moxie et Thomam West anno et mensibus in dicto libello mencionatis aut eorundem uno sive aliquo bona res et merces libellata et in scedula presentibus annexa mencionata in dicta navi vocata the Minion cujus tunc fuit magister Michael Edmunds in portu de St Lucar in Barameda in Hispania abinde per altum mare ad portum Londonie transportanda ad eos jure dominii seu quasi spectantia modo et forma in dicta scedula presentibus annexa expressis et declaratis quam pro hic lectam et insertam habemus et haberi volumus quatenus expedit respective onerasse aut onerari curasse et fecisse pronunciamus decernimus et declaramus Necnon prenominatum Simonem Vrey capitaneum navis bellice appellate the Beare of Flushinge ejusque in ea parte complices prefatam navem vocatam the Minion super alto mari violenter et hostili more invasisse et cepisse atque eandem de bonis rebus et mercibus ac pecuniarum summis in scedula presentibus annexa mencionatis pari vi spoliasse et in pugna habita circa capturam navis ac bonorum hujusmodi septem ex marinariis dicte navis vocate the Minion graviter tormentis et ceteris belli instrumentis vulnerasse dextrumque humerum seu brachium dicti Andree Fones in eadem navi tunc existentis glande ex tormento bombardico manuario emissa et eciam lata traffixisse et ea ejaculacione usque adeo graviter vulnerasse et lesisse ut non solum penitus aut magna ex parte commodum et

[1] Sic.

the dominion of the Emperor of Russia, and there made sale [of the said goods], and in his aforesaid ship brought from thence to the said port of Yarmouth, amongst other things, the aforesaid 2040 skins called hides, and so in the said places practised merchandising that were by reason of the premises altogether forbidden to him, against the form of the Act of Parliament and letters patent aforesaid; And that by reason thereof the aforesaid ship, and her apparel and furniture, and also the aforesaid 2040 skins, were and are forfeited and confiscated; Wherefore the aforesaid governor . . . (*in common form, praying for arrest of ship and goods, appraisement, and possession*)

FONES c. VREY.

. . . Therefore We, David Lewes, . . . (*in common form*) pronounce, decree, and declare, that Andrew Fones, Robert Fid, Jasper Moxie, and Thomas Weste, in the year and months mentioned in the said libel, or in one or other of them, respectively loaded and caused to be loaded the goods, things, and merchandise libellate, mentioned in the schedule annexed to these presents, in the said ship called the 'Minion,' of which then was master Michael Edmunds, in the port of San de Lucar Barameda in Spain, to be carried from there over the high sea to the port of London, [such goods] belonging to them by right of ownership or quasi-ownership in manner and form expressed and declared in the said schedule annexed to these presents, (which schedule We deem and order to be deemed to be here read and inserted, so far as material); And We also pronounce, decree, and declare that the beforenamed Simon Vrey, the captain of a ship of war called the 'Bear' of Flushing, and his accomplices in this behalf, forcibly and in a hostile manner attacked and took the aforesaid ship called the 'Minion' upon the high sea, and also forcibly spoiled the same ship of the goods things and merchandise and sums of money mentioned in the schedule annexed to these presents; And that in the fight which took place upon the capture of such ship and goods with guns and other warlike engines they grievously wounded seven of the seamen of the said ship called the 'Minion,' and with a bullet shot and discharged from a hand gun pierced the right shoulder or arm of the said Andrew Fones, then being in the same ship, and with that shot did so grievously wound and hurt him, that the same

usualem usum dicti brachii sui idem Andreas amiserit verum eciam curacione ejus vulneris non semel iterata et glandis eductione multos dolores et cruciatus tulerit magnosque in conducendis rei chyrurgice peritis sumptus sustinuerit pronunciamus decernimus et declaramus eidemque Andree lesionis damnorum et impensorum hujusmodi intuitu summam quinquaginta librarum monete Anglicane adjudicamus dictumque Andream reliquosque prenominatos agentes in eorum bonis rebus et pecuniarum summis predictis ut prefertur per dictum Simonem Vrey et ejus complices super alto mari spoliatos fuisse et esse damnaque in dicta scedula presentibus annexa mencionata sustinuisse pronunciamus decernimus et declaramus Prenominatum igitur Simonem Vrey et ejus navem vocatam the Beare pro rata necnon apparatus et ornamenta ejusdem [1] juxta juris exigenciam et stipulacionem per eundem Simonem coram nobis judicialiter factam quatenus ejusdem navis suarumque accessionum valor extenderit in bonis rebus et pecuniarum summis predictis ut prefertur spoliatis atque in damnis in predicta scedula expressis necnon in expensis . . . condemnamus . . . (*in common form*)

STRADLINGE c. PORTRE.

A.D. 1577 File 48, No. 85. Sentence for detinue of and damage to a gun, ammunition, boat, and oars.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . dictum Edwardum Stradlinge fuisse annis et mensibus libellatis dominum et proprietarium cujusdam navicule vocate a pynnace oneris viginti tonellarum necnon dictum Morganum Portre habuisse in dicta navicula super alto mari tormentulum bellicum vocatum a doble baase ad dictum Edwardum Stradlinge spectans valoris quadraginta sollidorum Illudque negligenter ac temere fregisse et penitus inutile reddidisse Et eciam cepisse et habuisse super alto mari cimbam seu schapham cum remis ad dictam naviculam spectantem valoris triginta trium solidorum et quatuor denariorum ad dictum Edwardum pertinentem et unum doliolum pulveric tormentarie refertum ad valorem trium sollidorum et quatuor denariorum extendentem et pillulas ferreas dicto tormento bellico servientes ad valorem viginti denariorum ex bonis dicti Edwardi Stradlinge necnon dictas res eidem Edwardo Stradlinge minime restituisse pronunciamus decernimus et declaramus Eundemque Morganum Portre in omnibus et singulis suprascriptis

[1] The words condemning the ship are struck out in a similar sentence in Fox c. Vre, File 48, No. 147.

Andrew not only lost wholly or in great part the benefit and ordinary use of his said arm, but also suffered much pain and anguish over the curing of the wound and repeated attempts to extract the bullet, and sustained great expenses in employing skilled surgeons; And We adjudge to the same Andrew, by reason of such hurt damages and expenses, the sum of £50 of English money; And We pronounce, decree, and declare, that the said Andrew and the rest of the aforesaid plaintiffs were and are spoiled of their goods things and sums of money aforesaid [captured] by the said Simon Vrey and his accomplices upon the high sea; and that they sustained the damages mentioned in the schedule annexed to these presents; Therefore We condemn the beforenamed Simon Vrey and his ship called the 'Bear,' rateably, and also her apparel and furniture, according to the requirement of law and a stipulation judicially made by the same Simon before Us, so far as the value of the same ship and her tackle extends, in the goods things and sums of money aforesaid, so spoiled as aforesaid, and in the damages specified in the aforesaid schedule, and also in costs . . . (*in common form*)

STRADLINGE *c.* PORTRE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the said Edward Stradlinge was, in the years and months libellate, the owner and proprietor of a certain boat called a pinnace, of the burden of twenty tons; And that the said Morgan Portre had in the said boat on the high sea a war gun, called a double baase, belonging to the said Edward Stradlinge, of the value of 40*s*., and that he negligently and carelessly broke it, and rendered it quite useless; And that he also took and had on the high sea a boat or skiff with her oars belonging to the said pinnace, and of the value of 33*s*. 4*d*., belonging to the said Edward, and a keg full of gunpowder, of the value of 3*s*. 4*d*., and iron balls for the said war gun, of the value of 20*d*., [all] being the goods of the said Edward Stradlinge; And that he failed to restore the said things to the said Edward Stradlinge; And We condemn the same Morgan Portre in

separatis summis pro tormento bellico pulvere bombardico ferreis pillulis et schapha cum remis necnon in expensis . . . condemnamus &c. . . . (*in common form*)

DRAPER c. TAYLOR, THE 'SALOMON.'

A.D. 1577 File 48, No. 63. Articulus ex secundo decreto. Article on second decree.

In Dei nomine Amen. Coram vobis . . . (*in common form, alleging that by first decree Draper had sometime previously been put into possession of the 'Salomon'*) . . . et allegavit navem predictam et ejus apparatus et ornamenta citra interpositum decretum predictum ab omni usu navigacionis retentam fuisse qua racione maxime deterior facta est ac nulla fere pecuniarum summa (saltem admodum exigua) pro eadem offeratur Quodque annum ac eo amplius esse jam elapsum a tempore predicti vestri primi decreti interpositi prout ex actis hujus et Registro curie (ad que se refert) manifeste liquet Quare petit pars dictorum Clementis et Henrici predictam navem ejusque apparatus et ornamenta in quorum possessionem causa rei servande per dictum vestrum primum decretum fuerunt (ut prefertur) missi et inducti unacum expensis legitimis per eos in hac parte factis et fiendis nunc per secundum vestrum decretum eis dari et insolutum adjudicari juxta modum et racionem debiti per eos declarati Ipsosque eatenus irrevocabiliter dicte navis apparatusque et ornamentorum ejusdem possessores juxta juris in hac parte exigenciam pronunciari et declarari Ulteriusque fieri statui et decerni in premissis et ea concernentibus quibuscunque quod juris fuerit et racionis Que proponit et fieri petit pars prefatorum Clementis Draper et Henrici Cletherowe conjunctim et divisim petens jus et justiciam sibi in ea parte ministrari juris beneficio in omnibus semper salvo vestrum officium domine judex antedicte in hac parte humiliter implorando

In re JENKYNS, GUILLET c. JENKYNS.

A.D. 1580 File 49, No. 40. Prohibition; purchase of pirate goods within body of county. Cf. Br. Mus. Add. MSS. 14,027, fo. 33 (Cæsar papers), where it appears that buyers of pirate goods were fined by the Council sums from £200 downwards, in all £2,500.

Elizabeth dei gracia . . . Davidi Lewes . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Philippi Jenkyns Quod cum in statuto (*in common form, reciting* 15 *Rich. II. c.* 3)

all and singular the aforesaid several sums [of money], for the gun of war, gunpowder, iron balls, and skiff and oars, and also in costs . . . (*in common form*)

DRAPER c. TAYLOR, THE SALOMON.[1]

In the name of God Amen . . . (*in common form, alleging that Draper had sometime previously been put into possession by first decree*) . . . and he [Draper] alleged that the aforesaid ship and her apparel and furniture, after the passing of aforesaid decree, had been kept from all use of navigation, by reason whereof she had become much impaired, and no price (or a very trifling sum) was offered for the same; And that a year and more had now elapsed since the date of your first decree being interposed, as clearly appears from the acts and the register of this court (to which he refers); Wherefore the party of the said Clement and Henry prays that the aforesaid ship and her apparel and furniture (into possession of which they were by your said first decree put, as aforesaid), together with the lawful costs by them in this behalf incurred and to be incurred, may now by your second decree be adjudged to be given and paid to them, according to the manner and amount of their debt by them declared; And that they may be declared to be henceforth irrevocably the possessors of the said ship, and of her apparel and furniture, according to the requirement of law in this behalf; And that such further order may be made and decreed and such further things be done in the premises and their incidents as shall be reasonable and right; And this the party of the aforesaid Clement Draper and Henry Cletherowe propounds and prays to be done, jointly and severally, praying that right and justice be done them in that behalf, reserving the benefit of law in all things, [and] humbly imploring [the exercise of] your office, my lord judge, in this behalf.

In re JENKYNS, GUILLET c. JENKYNS.

Elizabeth . . . to David Lewes . . . It hath been shown to us lately in our court before us, upon the grievous complaint of Philip Jenkyns, that whereas . . . (*reciting* 15 *Rich. II. c.* 3, *all in common*

. . . Quidam tamen Franciscus Guillet premissorum non ignarus machinans eundem Philippum contra debitam legis regni Anglie formam ac contra tenorem et effectum statuti predicti indebite gravare opprimere et fatigare necnon nos et coronam nostram regiam exheredare et cognicionem placiti que ad nos in hac parte et coronam nostram regiam et non ad curiam Admirallitatis pertinet ad aliud examen in curia Admirallitatis trahere eundem Johannem in curia Admirallitatis coram vobis de et super quodam contractu inter quendam Johannem Cowper et quosdam Johannem Callys et Simonem Fernandes capitaneum navis bellice vocate the Elyphant et ceteros eorum complices piratas super mare nuper grassantes ut per predictum Franciscum supponebatur de pro et concernens vendicionem quingentarum et tresdecim les kyntalls pastelli vocati ode per predictum Johannem Cowper de predictis Johanne Callys et Simone et eorum complicibus predictis nuper emi suppositarum supponendo contractum illum habitum et factum fuisse infra jurisdiccionem marittimam traxerunt [1] in placitum caute et subdole versus eundem Johannem in eadem curia Admirallitatis inter alia libellando . . . (*Setting forth the libel, to the effect that Callys and Fernandes had spoiled the woad belonging to Guillet from a carvel on her voyage to Tereeira, and had brought it to Penarth, where,* infra marittimam jurisdiccionem, *John Cowper, servant of Jenkyns, had bought it from Callys, well knowing it to be pirate goods; and that it had so come to the hands of Jenkyns. The writ then proceeds:*) . . . ubi revera contractus predictus de pro et concernens vendicionem predictam predictorum quingentorum et tresdecim les kyntalls pastelli et cujuslibet inde parcelle inter predictum Johannem Cowper et predictos Johannem Callys et Simonem et eorum complices predictos seu eorum aliquem habitus et factus si quis fuit habitus et factus fuit infra corpus comitatus Glamorgan' in Wallia videlicet apud Pennarthe in eodem comitatu Glamorgan' et non super altum mare nec infra jurisdiccionem marittimam Ac ubi revera predicte quingente et tresdecim les kyntalls pastelli seu aliqua inde parcella ad manus et possessionem seu opus vel usum ipsius Philippi quovismodo nunquam devenerunt vel devenit predictusque Franciscus eundem Philippum in eadem curia Admirallitatis coram vobis occasione predicta comparere seu eidem Francisco in premissis respondere minus juste astrinxit Ac eundem Philippum in eadem curia Admirallitatis de et super premissis condempnari ac ad solvendum et satisfaciendum prefato Francisco de et pro predictis quingentis et tresdecim les kyntalls pastelli in forma predicta per piratas predictos ut supponitur

[1] Sic.

form) . . . nevertheless one Francis Guillet, being not ignorant of the premises, contriving unduly to trouble oppress and vex the same Philip against due form of the law of the realm of England and against the tenor and effect of the aforesaid statute, and also to the disinherison of us and of our royal crown, and [contriving] to draw to another tribunal in the court of Admiralty the cognition of a plea that appertains to us in this behalf, and to our royal crown, and not to the court of Admiralty, has impleaded [him, John], before you touching and upon a certain contract between one John Cowper and certain men [named] John Callys and Simon Fernandes, the captain of a ship of war called the 'Elephant,' and the rest of their accomplices, being pirates and lately rovers upon the sea, as was suggested by the aforesaid Francis, of, for, and concerning the sale of 513 quintals of dye called woad suggested to have been lately bought by the aforesaid John Cowper from the aforesaid John Callys and Simon and their aforesaid accomplices, suggesting that the contract was had and made within the maritime jurisdiction, craftily and deceitfully libelling in the same court of Admiralty against the same John; amongst other things, . . . (*setting forth the libel, to the effect that Callys and Fernandes had spoiled the woad belonging to Guillet from a carvel on her voyage to Terceira, and had brought it to Penarth, where John Cowper, the servant of Jenkyns, had bought it from Callys, well knowing it to be pirate goods; and that it had so come to the hands of Jenkyns*) . . . Whereas, in truth, the aforesaid contract of, for, and concerning the aforesaid sale of the aforesaid 513 quintals of woad and of every part thereof was had and made between the aforesaid John Cowper and the aforesaid John Callys and Simon and their accomplices aforesaid, or some one of them, (if any such contract was had and made), within the body of the county of Glamorgan, in Wales, to wit, at Penarth in the same county of Glamorgan, and not upon the high sea nor within the maritime jurisdiction; And whereas in truth neither the aforesaid 513 quintals of woad nor any part thereof ever came to the hands and possession or to the use, or [were or was ever applied] for the benefit, of him, Philip, in any way whatever; And the aforesaid Francis has unjustly constrained the same Philip to appear before you in the same court of Admiralty for the reason aforesaid, or at least to make answer to the same Francis in the premises, and has with all his strength striven and daily contrives to compel him by the diffinitive sentence of the court of Admiralty to pay and satisfy to the aforesaid Francis for and in respect of the aforesaid 513 quintals of woad in manner aforesaid captured by the pirates aforesaid (as it is suggested), in contempt of us and to the

captis per diffinitivam de curia Admirallitatis sentenciam totis suis viribus compellere conatur indies machinatur in nostri contemptum et ipsius Philippi dampnum prejudicium depauperacionem et gravamen manifesta . . . (*prohibition, in common form, tested by Christopher Wray, C.J., and dated February* 12, 1580)

ROOPER ET ROOPER

DRAPER c. THE 'BLACK GREYHOUND,' NICHOLSON INTERVENING.

A.D. 1578 File 49, No. 87. Sentence for necessaries; ship hypothecated; see File 48, Nos. 48, 52.

In dei nomine Amen. Auditis . . . meritis et circumstanciis . . . cause civilis et marittime que coram nobis in judicio per probos viros Clementem Draper et Henricum Cletherowe cives et mercatores Londonie contra et adversus navem quandam vocatam the Black Greyhounde apparatusque et ornamenta ejusdem ad Lodovicum Thierrey spectantia et pertinentia mota[1] et quosdam Johannem Nicholson Johannem Rowe et Willelmum Craven pro interesse suo pretenso in dicta navi apparatibusque et ornamentis ejusdem utcunque intervenientes aliquamdiu vertebatur . . . Idcirco nos David Lewes . . . (*all in common form*) . . . anno domini millesimo quingentesimo septuagesimo quinto et millesimo quingentesimo sexto et mensibus in eosdem[1] incidentibus in dicta materia ex parte dictorum Clementis Draper et Henrici Cletherowe coram nobis data narratis omnes et singulas res et parcellas in quadam schedula dicte materie annexa expressas quas[1] pro hic insertis haberi volumus ad dictos Clementem et Henricum spectantes et pertinentes fuisse ad necessarium et utilem usum dicte navis vocate the Blackgreyhounde applicatas et conversas eaque racione dictam navem ab eo tempore fuisse et mansisse pro solucione precii earundem rerum et parcellarum hypothecatam[2] et adhuc sic manere pronunciamus decernimus et declaramus Predictosque Johannem Nicholson Johannem Rowe et Willelmum Craven et eorum quemlibet ad solvendum precium antedictarum rerum conficiens juxta probaciones coram nobis factas summam septuaginta quatuor librarum et novem solidorum legalis monete Anglie et in expensis . . . (*condemnation in common form*)

(*Signed*) DA. LEWES

[1] Sic.

[2] 'Obligatam' struck out.

manifest damage prejudice and impoverishment and grievance of him, Philip . . . (*prohibition in common form, tested by Christopher Wray, C.J.Q.B., and dated February* 12, 1580)

ROOPER AND ROOPER

DRAPER c. THE 'BLACK GREYHOUND,' NICHOLSON INTERVENING.

In the name of God Amen. Having heard . . . the merits and circumstances . . . of a civil and maritime cause that was for some time litigated in court before Us at the instance of the honest men, Clement Draper and Henry Cletherowe, citizens and merchants of London, against a ship called the 'Black Greyhound,' and the apparel and tackling of the same belonging and appertaining to Louis Thierrey, and against John Nicholson, John Rowe and William Craven . . . intervening for their pretended interest in the said ship and in the apparel and tackling of the same . . . Therefore We, David Lewes, . . . (*all in common form*) . . . pronounce, decree, and declare, that in the years of our Lord 1575 and 1576 and in the months occurring in the same [and] mentioned in the said pleading[1] delivered before me on behalf of the said Clement Draper and Henry Cletherowe, that all and singular the things and parcels specified in a certain schedule annexed to the said pleading (which schedule We order to be deemed to be here inserted), and belonging and appertaining to the said Clement and Henry, were applied and converted to the necessary and beneficial use of the said ship called the 'Black Greyhound'; And that by reason thereof the said ship from that time was and remained hypothecated for the payment of the price of the same things and parcels and that she still so remains [hypothecated]; And We condemn the aforesaid John Nicholson, John Rowe, and William Craven, and each of them, to pay the price of the aforesaid things, amounting, according to the proofs made before Us, to the sum of £74 9*s*. of lawful English money . . . (*in common form*)

DAVID LEWES

[1] Materia.

RAYNES c. OSBORNE.

A.D. 1579 File 50, No. 74. Sentence for slander abroad; £50 damages; libel, File 48, No. 45.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Johannem Osborne anno et mensibus in hac parte libellatis aut eorundem mensium uno sive aliquo nonnulla verba opprobriosa et scandalosa contra prenominatum Johannem Raynes publice et maliciose[1] in partibus ultramarinis in maximum discrimen et prejudicium ejusdem Johannis Raynes dixisse et protulisse[2] ad infamiam jacturam et fidei lesionem dicti Johannis Raynes facientes easdemque tangentes egisse et fecisse[3] prout per confessionem memorati Johannis Osborne et probaciones legitimas coram nobis in hac parte habitas et factas (quas pro hic lectis et insertis habemus et haberi volumus)[4] pronunciamus decernimus et declaramus Necnon dictum Johannem Raynes fuisse et esse mercatorem et mercatuream traphiquam per plures annos tam in hoc regno quam in diversis aliis exteris regionibus exercuisse et in omnibus ejus actis et factis fidelem se gessisse Atque pretextu et occasione prolacionis dictorum verborum et gestorum ceterorum ejusdem Johannis Osborne prefatum Johannem Raynes in opinionis ac status sui estimacione graviter lesum injuriatum ac damnificatum fuisse et esse Quodque noluisse hujusmodi verba prolata contra se pro summa quinquaginta librarum monete Anglie et quod maluisse damnum et jacturam tante summe pati quam verba tam injuriosa fuisse in suam ignominiam et lesionem fame sue emissa si redimere potuisset eciam pronunciamus decernimus et declaramus Necnon prefatum Johannem Osborne pro tanto suo temeri excessu in premissis in predicta summa quinquaginta librarum currentis monete Anglie atque in expensis . . . (*condemnation in common form*)

Da. Lewes

DRAPER c. THE 'FORTUNE,' AND CLERK, MASTER.

A.D. 1580 File 51, No. 20. Sentence by Dr. Lewes, as commissioner to hear maritime causes, for the price of necessaries supplied to the 'Fortune'; hypothecation of the ship.

In dei nomine Amen Auditis visis et intellectis ac plenarie et mature discussis per Nos Davidem Lewis legum doctorem alme Curie

[1] 'Super alto mari vel' struck out here.
[2] 'Diversos alios actus' struck out here.
[3] Sic. Semble, 'Egisse et fecisse' should have been struck out, together with 'actus,' and 'facientes' and 'tangentes' altered to 'facientia' and 'tangentia.'
[4] 'Plenius apparet' appears to have fallen out.

RAYNES c. OSBORNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid John Osborne, in the year and months in this behalf libellate, or in one or other of the same months, publicly and maliciously spoke and uttered in parts beyond sea certain opprobrious and scandalous words against the aforenamed John Raynes, to the very great hazard [1] and prejudice of the same John Raynes,—such words tending to the dishonouring of, and damage and injury to the credit of, the said John Raynes —as by the admission of the said John Osborne and by lawful proofs had and made before Us in this behalf, (which proofs We deem and order to be deemed as here read and inserted), [more clearly appears]; And We also pronounce, decree, and declare, that the said John Raynes was and is a merchant, and has exercised the calling of merchandising for several years as well in this realm as in diverse foreign countries, and that he has borne himself as a true man in all his acts and deeds; And that by reason and on account of the uttering of the said words, and of the other acts of the same John Osborne, the aforesaid John Raynes was and is grievously hurt injured and damnified in his character and estate; And that he would not have had such words uttered against him for the sum of £50 of English money; And that he would rather have suffered the loss and sacrifice of that amount of money than that such damaging words had been uttered to his discredit and to the injury of his good name, if [by paying the same] he could have redeemed his good name; And we also condemn the aforesaid John Osborne for such his wanton recklessness in the premises in the aforesaid sum of £50 of current English money, and in costs . . . (*in common form*)

DAVID LEWES

DRAPER c. THE 'FORTUNE,' AND CLERK, MASTER.

In the name of God Amen. The merits and circumstances of a certain civil and maritime cause that has for some time been

[1] Discrimen.

serenissime domine nostre Regine Elizabeth sue Cancellarie magistrum ac ad certas causas civiles et marittimas audiendas et terminandas per suam majestatem commissarium specialiter assignatum [1] meritis et circumstanciis cujusdam cause civilis et marittime que coram nobis inter honestos viros Clementem Draper et Henricum Cletherowe cives et mercatores Londonie contra et adversus navem quandam vocatam the Fortune portus Londonie ac apparatus et ornamenta ad eandem navem pertinentia et spectantia necnon contra Thomam Clerk ejusdem navis sub deo magistrum et alios dicte navis dominos et proprietarios in specie omnesque alios jus titulum sive interesse in eadem nave apparatibus et ornamentis ejusdem habentes seu habere pretendentes in genere partem agentem et querelantem ex una et Thomam Wilkinson Thomam Kinge et Johannem Browne pro interesse suo pretenso in dicta navi apparatibusque et ornamentis ejusdem utcunque intervenientes partibus ex altera aliquamdiu vertebatur vertiturque adhuc et pendet indecisa rite et legitime procedentes . . . Idcirco nos David Lewes . . . (*in common form*) . . . omnes et singulas res et parcellas in predicta schedula dicte materie sive allegacioni annexa expressas viz[t] a cabull weinge one thowsand two quarters (?) two[li] at twentie thre shillings the hundreth and another cabull and coyle of ropes weinge a thowsand two quarters and five[li] at twentie five shillings the hundreth ad dictos Clementem Draper et Henricum Cletherowe jure dominii spectasse et pertinuisse anno domini millesimo quingentesimo septuagesimo nono et mensibus in eodem incidentibus in dicta materia ex parte dictorum Clementis Draper et Henrici Cletherowe coram nobis data narratis fuisse ad necessariam et utilem usum reparacionem et conservacionem dicte navis vocate the Fortune (infra jurisdiccionem nobis delegatam a sua majestate) applicatas et conversas eaque racione dictam navem ab eo tempore fuisse et mansisse pro solucione viginti quinque librarum quinque solidorum et octo denariorum precii earundem rerum et parcellarum ypothecatam et adhuc sic manere pronunciamus decernimus et declaramus . . . (*condemnation of Wilkinson, Kinge, and Browne in the price of the goods, in common form*)

Da. Lewes

THOMAS c. CAGE.

A.D. 1581 File 52, No. 205. Sentence for £100 agreed by Cage to be paid to Thomas in consideration of his using his influence with Sir William Wynter

[1] See Introduction p. xii, for this commission.

litigated and is still being litigated and is pending undecided before Us, David Lewes, doctor of laws, master of the good court of the Chancery of our most serene lady Queen Elizabeth, and commissary by Her Majesty specially assigned to hear and determine certain civil and maritime causes, between the honest men Clement Draper and Henry Cletherowe, citizens and merchants of London, plaintiffs, of the one part, against a certain ship called the 'Fortune,' of the port of London, and the apparel and tackling belonging to the same, and also against Thomas Clerk, the master of the same ship under God, and against the other owners and proprietors of the said ship, in particular, and, in general, against all other persons having or pretending to have right, title, or interest, in the same ship and the apparel and tackling of the same, and against Thomas Wilkinson, Thomas Kinge, and John Browne, intervening for their pretended interest in the said ship and the apparel and tackling of the same, [defendants], of the other part, having been heard, seen and understood, and fully and maturely discussed by Us . . . Therefore We, David Lewes, . . . (*all in common form*) . . . pronounce, decree, and declare, that all and singular the things and parcels specified in the aforesaid schedule annexed to the said pleading or allegation, to wit, a cable weighing one thousand two quarters [?] and two pounds, at twenty-three shillings the hundred, and another cable and coil of ropes weighing a thousand two quarters and five pounds, at twenty-five shillings the hundred, by right of ownership belonged and appertained to the said Clement Draper and Henry Cletherowe; And that in the year of the Lord 1579 and in the months occurring in the same year [and] specified in the said pleading delivered before Us on behalf of the said Clement Draper and Henry Cletherowe [the same cables] were, within the jurisdiction by Her Majesty delegated to me, applied and converted to the necessary and beneficial use reparation and preservation of the said ship; And that by reason thereof from that time the said ship was and remained hypothecated for the payment of the price of the same things and goods, and that she now so remains hypothecated . . . (*condemnation of Wilkinson, Kinge, and Browne in the price of the cables, in common form*)

David Lewes

to obtain restitution of goods that had been spoiled by Netherlanders. See File 50, Nos. 68, 145.

. . . Idcirco Nos David Lewes . . . (*in common form*) . . . prenominatum Johannem Cage mensibus et annis libellatis eorumdemve mensium et annorum uno sive aliquo vi quorumdam militum inferioris Germanie bonis seu marcibus quibusdam ad valorem quatuor mille librarum sterlingorum vel circa ad se et alios suos socios spectantibus spoliatum egisse[1] et super alto mari convencionem fecisse cum prefato Johanne Thomas ut ope et commendacione sua dominus Willelmus Wynter miles tunc temporis regie majestatis Anglie apud Oaurengie principem legatus causam restitucionis bonorum predictorum in partibus predictis inferioris Germanie susciperet et procuraret dictumque Johannem Cage ejus rei intuitu fideliter promisisse prefato Johanni Thomas solvere summam centum librarum legalis monete Anglie intuitu sue commendacionis et sollicitacionis ac ob operam suam et laborem impensa pro recuperacione dictorum bonorum apud dictum dominum Willelmum Wynter sub hac condicione si ope et mediis dicti domini Willelmi Wynter bona predicta aut valor eorundem ad summam trium mille librarum sterlingorum ipse ac socii recuperarent dictumque Johannem Cage et socios suos summam trium mille librarum et ultra ex valore dictorum suorum bonorum spoliatorum procuracione et sollicitacione dicti Johannis Thomas apud dictum dominum Willelmum Wynter necnon mediis cura et ope prefati domini Willelmi Wynter recuperasse et in suos usus convertisse pronunciamus decernimus et declaramus Prenominatum igitur Johannem Cage . . . (*condemnation of Cage in* £100 *and costs in common form*)

Da. Lewes

In re BARKER, HUNTYNG c. BARKER.

A.D. 1581 File 52, No. 144. Prohibition. Barker owed Best £30 for wine. Best, being indebted to Tydder, assigned to him the debt of £30 due to him from Barker. Huntyng, alleging that Best was indebted to him, arrested the £30 in Barker's hands, as money belonging to Best; thereupon Barker obtained a prohibition. Barker's defence to Huntyng's suit is *ibid.* No. 166. *Ibid.* No. 220 is a first decree obtained in another suit by Huntyng against wine belonging to Best.

Elizabeth dei gracia . . . Davidi Lewes . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Johannis Barker

[1] Sic.

THOMAS c. CAGE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed John Cage, in the months and years libellate, or in some one of those months, was, by the violence of certain soldiers of Lower Germany, spoiled of certain goods and merchandise of the value of £4000 sterling or thereabouts belonging to him or to others his associates; And that he made upon the high sea an agreement with the aforesaid John Thomas that by his aid and influence Sir William Wynter, Knight, then ambassador of the royal Majesty of England to the Prince of Orange, should undertake and cause [to be instituted] in the aforesaid parts of Lower Germany a cause of restitution of the aforesaid goods; And that the said John Cage in consideration thereof [1] faithfully promised to pay to the aforesaid John Thomas the sum of £100 of lawful English money in respect of his using his influence and solicitation with the said William Wynter and on account of his pains and labour expended upon the recovery of the said goods, upon these terms: that if by the aid and influence of the said Sir William Wynter he or his associates should recover the aforesaid goods, or the value of the same to the amount of £3000 sterling, [that then the said John Cage would pay to the said John Thomas the said sum of £100]; And We pronounce, decree, and declare that the said John Cage and his companions have recovered the sum of £3000, and more, of the value of the said goods of theirs which had been spoiled, through the instrumentality and solicitation of the said John Thomas used with the said Sir William Wynter, and that they have recovered [the goods] by means and through the care and aid of the aforesaid Sir William Wynter and have received them to their own use; Therefore We condemn the aforenamed John Cage . . . (*condemnation in* £100 *and costs in common form*)

DAVID LEWES

IN RE BARKER, HUNTYNG c. BARKER.

Elizabeth by the grace of God, &c. . . . to David Lewes, &c. . . . It has of late been shown to Us in our court before Us upon the grievous complaint of John Barker, merchant, that, whereas in the

[1] Ejus rei intuitu.

mercatoris Quod cum in statuto . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3, *all in common form*) . . . Cumque predictus Johannes Barker vicesimo die Novembris anno regni nostri vicesimo tercio apud civitatem Bristollii in comitatu civitatis Bristollii emisset et habuisset per contractum ibidem tunc factum de quodam Philippo Best triginta vasa vini vocata butts of sack et pro eisdem satisfecisset eidem Philippo omnes denariorum summas ei debitas preter triginta libras Cumque predictus Philippus adtunc indebitatus fuisset cuidam Edwardo Tydder in triginta libris legalis monete Anglie idem Philippus per quoddam scriptum suum adtunc et ibidem autoritatem dedisset eidem Edwardo Tydder ad recipiendum de prefato Johanne Barker predictas triginta libras pro et in plena solucione predictarum triginta librarum eidem Edwardo per prefatum Philippum debitarum Quas quidem triginta libras idem Johannes adtunc et ibidem super se assumpsisset et eidem Edwardo fideliter promisisset ad solvendum eidem Edwardo in exoneracionem debiti predicti per predictum Johannem eidem Philippo debiti Quidam tamen Edwardus Huntyng mercator statuta predicta minime ponderans machinans ipsum Johannem Barker contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare necnon cognicionem placiti que ad nos et coronam nostram regiam pertinet ad aliud examen in curia Admirallitatis triari et determinari causare quoddam attachiamentum predictarum triginta librarum predicti Philippi in manibus predicti Johannis Barker de civitate Bristollii in curia Admirallitatis predicta coram vobis attachiari et defendi fecisset traxisset in placitum subdole libellando versus ipsum Johannem quod predictus Johannes summam triginta librarum currentis legalis monete Anglie prefato Edwardo Huntyng debuisset ac in tali et tanta summa inter alia eidem Edwardo indebitatus et obnoxius fuisset quodque predictus Philippus Best anno domini millesimo quingentesimo octogesimo primo summam triginta librarum in pecunia numerata ad se jure dominii seu quasi spectantem et pertinentem in manibus et custodia antedicti Johannis Barker mercatoris Bristollii habuisset ubi revera predictus Johannes Barker predictas triginta libras predicto Edwardo Tydder pro predicto Philippo Best diu ante attachiamentum predictum factum apud London' videlicet in parochia Beate Marie de Arcubus in warda de Cheap London' non super altum mare solvere promisisset et cum solucione earundem triginta librarum eidem Edwardo Tydder diu antea onerabilis extitisset Ac placitum illud versus eundem Philippum [1] in curia Admirallitatis predicta

[1] Sic; semble, mistake for 'Johannem.'

statute . . . (*reciting* 13 *Ric. II. c.* 5, *and* 15 *Ric. II. c.* 3, *all in common form*) . . . and whereas the aforesaid John Barker, on the twentieth day of November in the twenty-third year of our reign, in the city of Bristol in the county of the city of Bristol, by a contract then and there made had bought and received from one Philip Best thirty casks of wine called butts of sack, and had paid and satisfied to the same Philip for the same [casks] all the sums of money owed to him, except thirty pounds; And whereas the aforesaid Philip at that time was indebted to one Edward Tydder in £30 of lawful English money, [and] the same Philip by a certain writing of his had then and there given authority to the same Edward Tydder to receive from the aforesaid John Barker the aforesaid £30 for and in full payment of the aforesaid £30 owed to the same Edward by the aforesaid Philip, and the same John then and there had taken upon himself [the payment of] this £30, and had faithfully promised the same Edward to pay [the said £30] to the same Edward in discharge of the aforesaid debt owed by the aforesaid John to the same Philip; Nevertheless one Edward Huntyng, merchant, not weighing the aforesaid statutes, contriving unduly to harass oppress and vex him, John Barker, against the form and effect of the aforesaid statutes, has impleaded him [in the court of Admiralty], and has also drawn the cognition of a plea that belongs to Us and to our royal crown to another tribunal in the court of Admiralty, [there] to be tried and determined, [and] had caused a certain attachment of the aforesaid £30 belonging to the aforesaid Philip in the hands of the aforesaid John Barker, of the city of Bristol, to be issued and defended in the court of Admiralty before you, craftily libelling against him, John, that the aforesaid John owed the sum of £30 of current legal English money to the aforesaid Edward Huntyng, and was indebted and liable to the same Edward in such sum, amongst other moneys, and that the aforesaid Philip Best in the year of our Lord 1581 had the sum of £30 in cash belonging and appertaining to him by right of ownership or quasi-ownership in the hands and custody of the aforesaid John Barker merchant of Bristol; Whereas, in truth, the aforesaid John Barker had, long before the aforesaid attachment was made, in London, to wit, in the parish of the Blessed Mary of the Arches, in the ward of Cheap, in London, and not upon the high sea, promised to pay the aforesaid £30 to the aforesaid Edward Tydder for the aforesaid Philip Best, and had for some long time before been liable for the payment to the same Edward Tydder of the same £30; And [the said Edward Huntyng] has prosecuted and still prosecutes that plea against the

prosecutus fuisset [1] et adhuc prosequitur Ipsumque Johannem Barker ad easdem triginta libras eidem Edwardo Huntyng solvendas per diffinitivam predicte curie Admirallitatis sentenciam totis suis viribus indies conatus fuisset [1] et machinatus fuisset [1] in nostri contemptum et ipsius Johannis Barker dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum legum actuum et statutorum predictorum Unde nobis supplicavit . . . (*prohibition in common form, tested by Sir Christopher Wray, C.J.Q.B., and dated November* 28, 1581)

r . . . . xx^{s}

Rooper et Rooper

POYTON c. LANGHERNE.

A.D. 1582 File 52, No. 129. Sentence for restitution by Langherne to Poyton of a cargo of Newfoundland fish, shipped by Poyton in a French ship, which was captured by pirates and recaptured by Langherne. Part of the fish was by another sentence or decree awarded to Langherne for salvage.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prenominatum Rogerum Poyton bona res et merces in eadem summaria peticione et scedula eidem annexa mencionata ad eum spectantia annis et mensibus in hac parte libellatis eorundemve uno sive aliquo in nave Gallica appellata le Pellican ad eundem Rogerum Poyton eciam pertinente super alto mari per se et suos onerasse et imposuisse necnon navem hujusmodi sic oneratam et versus portum sue exoneracionis velificantem una cum bonis predictis per quendam Johannem Graunger et ceteros ejus complices maris grassatores violenter captam et spoliatam fuisse pronunciamus decernimus et declaramus Prenominatumque Franciscum Langherne post premissa prefatam navem ac bona res et merces predicta a prefato Johanne Grainger et ejus complicibus super alto mari recuperasse recepisse et habuisse necnon ex piscibus libellatis numerum 15000 piscium vocatarum Newland fishe preter et ultra numerum 10000 piscium memorato Langherne pro recuperacione navis ac bonorum predictorum e manibus prefati Johannis Grainger ex ordine et decreto nostro alias sibi pro expensis et laboribus in ea parte impensis allocatam injuste subtraxisse et detinuisse pronunciamus decernimus et declaramus Eundem igitur Franciscum Langherne ad restitucionem dictarum 15000 piscium parti memorati Rogeri Poyton de jure teneri alioquin verum valorem piscium hujusmodi quem ad

[1] Sic. The scribe has gone wrong with his moods and tenses; forgetting that 'Huntyng' and not 'Barker' is the nominative.

said John [1] in the court of Admiralty aforesaid, and had with all his strength daily endeavoured and contrived [to have him, John Barker, condemned [2]] by diffinitive sentence of the court of Admiralty to pay to the same Edward Huntyng the aforesaid £30, in contempt of Us and to the manifest damage prejudice and impoverishment of him, John Barker, and against the form and effect of the laws acts and statutes aforesaid; Wherefore he [John Barker] has petitioned us . . . (*prohibition in common form, tested by Sir Christopher Wray, C.J.Q.B., and dated November* 28, 1581)

Received, xx[s] [3]

ROOPER AND ROOPER

POYTON c. LANGHERNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Roger Poyton in the years and months in this behalf libellate or one or some of them upon the high sea himself or by his agents loaded and put on board the French ship called the 'Pelican' the goods things and merchandises mentioned in the summary petition and in the schedule annexed to the same; And that such ship, being so laden, when sailing with the aforesaid goods to her port of discharge, was forcibly captured and spoiled by one John Grainger and others his accomplices, rovers of the sea; And that the beforenamed Francis Langherne, after the premises, upon the high sea recaptured recovered and had the ship and the goods, things, and merchandises aforesaid from the aforesaid John Grainger and his accomplices; And We also pronounce, decree, and declare, that [the said Francis Langherne] unjustly subtracted and detained the number of 15,000 fish, called Newland fish, [being part] of the fish libellate, besides and beyond the number of 10,000 fish by Our order and decree in another suit allotted to the aforesaid Langherne for the recapture of the ship and goods aforesaid from the hands of the aforesaid John Grainger, [and] for his expenses and travail in that behalf; Therefore We condemn him, Francis Langherne, to make restitution to the party of the aforesaid Roger Poyton, [if the said fish are in existence], and, if not, to pay to him the true value of such fish, which according to lawful proofs in that behalf made before Us

[1] In the original 'Philippum'; semble, a mistake for 'Johannem.'

[2] These words appear to have fallen out.

[3] Semble, the price of the writ.

summam xxvj^{s}. viij^{d}. pro quolibet numero centenario eorundem piscium vocatorum Newlande fishe juxta probaciones legitimas coram nobis in hac parte factas estimamus et moderamus Atque dictum Franciscum Langherne in hujusmodi 15000 piscium alioquin in valorem eorundem . . . (*condemnation in common form*)

Da. Lewes

THE 'DIANA.'

A.D. 1585 File 53, No. 121. First decree, adjudging the 'Diana,' a French pirate ship, and goods to the Lord High Admiral. Cf. In re Strangwis, *supra*, p. 84.

In dei nomine Amen Nos Julius Cesar legum doctor Curie Principalis Admirallitatis Anglie Presidens locumtenens sive judex legitime deputatus contra et adversus navem appellatam le Diana apparatusque et ornamenta ejusdem nuper auctoritate dicte curie arrestata et sub arresto existentia necnon contra Mounser Kellie Gallum ejusdem navis nuper capitaneum et contra quemcunque alium pro navi ac ejus apparatibus et ornamentis hujusmodi in judicio coram nobis legitime comparentem ex officio nostro legitime procedentes Cum omnia et singula bona piratarum super alto mari infra jurisdictionem marittimam Admirallitatis Anglie ubicumque locorum capta et arrestata tam de jure quam et de concessione et donatione illustrissime in Christo principis et domine nostre domine Elizabethe dei gracia Anglie Francie et Hibernie regine fidei defensoris etc. prenobili et prepotenti viro domino magno Admirallo Anglie moderno facto notorie spectaverint et pertinuerint ac sic spectare et pertinere debuerint Cumque insuper prenominatus Mounser Kellie annis domini . . . (*recital of piratical attacks by Kellie, a Frenchman, in the 'Diana' upon English and other ships; his capture by ships sent out by the Admiral; arrest of the 'Diana' and citation of Kellie and others claiming interest in the ship and goods; default of appearance; condemnation of the ship and goods to the Admiral; all in common form, as above, p.* 84)

REYMAN c. BONA HISPANICA.

A.D. 1586 File 54, No. 122. First decree giving possession of Spanish goods in the hands of Preston, taken under letters of reprisal, to the captor. File 54, No. 124, is a similar decree in favour of Reyman against 1,000 chests of sugar in his own hands.

In dei nomine Amen . . . pars probi et discreti viri Georgii Reyman . . . proponit Quod predictus Georgius Reyman ex bonis et

We estimate and assess at the sum of 26*s.* 8*d.* for every hundred of the same fish called Newland fish; [And We pronounce, decree, and declare, that he, Langherne] is of right bound [to make such restitution or payment]; and We condemn the said Francis Langherne in such 15,000 fish, or the value of the same . . . (*in common form*)

DAVID LEWES

THE 'DIANA.'

In the name of God Amen. We, Julius Cæsar, doctor of laws, lawfully appointed president, lieutenant, or judge of the principal court of the Admiralty of England, against the ship called the 'Diana,' and the apparel and tackling of the same, lately arrested by authority of the said court, and being now under arrest, and also against Monsieur Kellie, a Frenchman, lately master of the same ship, and against whomsoever else may lawfully appear before Us on behalf of such ship and her apparel and tackling, duly proceeding in virtue of our office; Whereas all and singular the goods of pirates, wheresoever the same may be taken and arrested upon the high sea within the maritime jurisdiction of the Admiralty of England, as well by right as also by concession and grant from the most illustrious princess and our lady Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith, &c., notoriously belonged and appertained and so ought to belong and appertain to the most noble and most powerful man the lord great admiral of England that now is; And whereas also the beforenamed Monsieur Kellie in the years . . . (*recital of piratical attacks by Kellie in the 'Diana' upon English and other ships; his capture by ships sent out by the admiral; arrest of the 'Diana' by the court and citation of Kellie and others having interest in the 'Diana;' default of appearance; condemnation of the ship and goods; and possession given to the admiral, all in common form, as above, p.* 84)

REYMAN c. BONA HISPANICA.

In the name of God Amen . . . the party of the honest and discreet man, George Reyman, . . . propounds That the aforesaid George

mercibus suis in Hispania per subditos regis Hispanie detentis damnum et detrimentum nuper sustinuit ad summam bis mille librarum legalis monete Anglie nec pro restitucione eorundem justiciam in partibus Hispanie predicte consequi aut ullo modo obtinere potuit Super quibus fuit et erat pro parte dicti Georgii Reynam [1] debite protestatum et querelatum et sufficientes probaciones super premissis fecit Unde dictus Georgius Reynam [1] pretextu damnorum suorum predictorum et denegacionis justicie ut prefertur literas reprisaliarum [1] adversus quoscunque subditos regis Hispanie et naves ac bona eorundem pro satisfaccione damnorum suorum predictorum auctoritate sufficiente munitas rite et legitime sibi concedi obtinuit et impetravit Quodque subditi regis Hispanie seu eorum aliqui mensibus . . . (1580 to 1586, *common form*) . . . fuerunt domini et proprietarii navis predicte ac apparatus ejusdem necnon piscium predictorum proque dominis et proprietariis eorundem communiter dicti tenti habiti nominati ac reputati ac bona predicta in partibus nove invente terre in eadem nave abhinc ad regionem Hispanie transportanda onerarunt seu onerari procurarunt seu procuravit eorum aliquis Quodque prefatus Georgius Reyman in aliquo mensium et annorum predictorum virtute literarum reprizaliarum predictarum navem et bona predicta super alto mare in partibus nove invente terre predicte sicut prefertur per subditos regis Hispanie onerata et ad regnum Hispanie transportare destinata cepit et occupavit eademque navem et bona ad portum Southamptonie in Anglia adduxit Quodque navis et apparatus ejusdem ac bona predicta tempore capcionis et exaccionis hujusmodi ad subditos regis Hispanie seu eorum aliquos jure dominii spectabant et pertinebant Unde prefatus Georgius Reyman spem aliam ad hujusmodi sua damna recuperanda non habens nisi per capcionem et exaccionem navis apparatuum et bonorum predictorum virtute literarum reprizaliarum hujusmodi et per arrestacionem eorundem in manibus prefati Amie Preston ut prefertur existentium Ideo eadem navem apparatum et bona nuper auctoritate hujus curie in manibus prefati Amie Preston arrestari atque tunc et ibidem dicti regis Hispanie subditos quoscunque in specie ceterosque omnes et singulos jus aut interesse in dictis navi apparatu et bonis habentes seu habere pretendentes in genere ad comparendum coram vobis die horis et loco in dicto warranto sive mandato descriptis

[1] Sic.

Reyman has of late sustained injury and loss through seizure in Spain of his goods and merchandises by subjects of the king of Spain, to the amount of £2000 of lawful English money, and that he has been unable in any way to get or obtain in Spain justice for the restitution of the same; And that due protest and complaint has been and was made touching these things on behalf of the said George Reyman and that sufficient proofs have been made by him touching the premises; Wherefore the said George Reyman, by reason of his losses aforesaid and such denial of justice as aforesaid, duly and lawfully demanded and obtained a grant of letters of reprisal against all subjects whatsoever of the king of Spain, and against their ships and goods, arming him with due authority to obtain satisfaction for his aforesaid losses; And that the subjects of the king of Spain or some of them in the months . . . (of 1586, *all in common form*) . . . were owners and proprietors of the aforesaid ship and of the apparel of the same, and of the aforesaid fish, and were commonly called, deemed, held, named, and reputed, as owners and proprietors of the same, and that they or some one of them loaded the aforesaid goods or caused them to be loaded in the parts of Newfoundland; And that the aforesaid George Reyman, in one of the months and years aforesaid, by virtue of the letters of reprisal aforesaid, upon the high sea in the parts of Newfoundland aforesaid, seized and took possession of the aforesaid ship and goods so loaded as aforesaid by subjects of the king of Spain and appointed to be carried to the kingdom of Spain, and that he brought the same ship and goods to the port of Southampton in England; And that the ship and the apparel of the same, and the aforesaid goods, at the time of such capture and taking, by right of ownership belonged or appertained to the subjects of the king of Spain, or to some of them; Wherefore the aforesaid George Reyman, having no other hope of recovering such his losses but by capture and taking of the ship, apparel, and goods aforesaid by virtue of such letters of reprisal and by the arrest of the same whilst in the hands of the aforesaid Amias Preston[1] as aforesaid, on that account caused and procured the same ship, apparel, and goods, to be of late arrested by the authority of this court in the hands of the aforesaid Amias Preston, and [caused and procured] to be cited in particular all subjects of the said king of Spain whatsoever, and, in general, all and singular those persons having or pretending to have right or interest in the said ship, apparel, and goods, to appear before you upon the day and at the hours and place described and specified

[1] How they came to the hands of Preston does not appear. He claimed to be part-owner, with John Drake, of the 'Goulden Royall'; see File 54, Nos. 131, 205.

et specificatis prenominato Georgio Reyman in causa rei vendicacionis de justicia responsuros citari fecit et procuravit Qui quidem subditi in specie ac alii sic citati in genere comparere minime curarunt neque curant quatuor defalctas in hac parte contumaciter incurrendo et incurrunt Que omnia et singula fuerunt et sunt vera publica notoria manifesta pariter et famosa Unde facta fide de jure in hac parte requisita petit pars dicti Georgii Reyman jus et justiciam in premissis omnibus et singulis et ea concernentibus effectualiter fieri et ministrari ac navem apparatum et bona predicta ad subditos regis Hispanie ut prefertur tempore capcionis hujusmodi spectantia virtute literarum predictarum per dictum Reyman legitime capta et detenta fuisse pronunciari necnon eadem navem apparatum et bona predicta apprecianda fore decerni et appretiacione facta eadem navem ac bona hujusmodi prefato Georgio Reyman in execucione dictarum literarum pro rato damnorum suorum predictorum et expensis in execucione hujusmodi literarum reprizaliarum factarum adjudicari seque in possessionem premissorum in parte damnorum suorum predictorum et expensarum suarum in ea parte factarum et fiendarum unacum expensis suis in hac parte factis et fiendis virtute primi decreti causa rei servande mittendum fore decerni sicque in effectu mitti Que proponit . . . (*in common form*)

JUL. CÆSAR

BORNELEY c. TROUTE.

A.D. 1586 File 54, No. 117. Sentence for damage to cargo by the fault of the ship and master; defence, that it was lost *casu fortuito, ibid.* No. 237; libel, File 53, No. 102.

. . . Idcirco nos Julius Cesar . . . (*in common form*) . . . antedictum Clementem Troutes anno et mensibus in hac parte libellatis fuisse dominum et proprietarium navis appellate the Edwarde of Feversham ac in eandem suam navem tunc infra jurisdictionem Admirallitatis Anglie existentem in aliquo mensium libellatorum bona in schedula annexa libello dicti Borneley specificata apportanda in eadem navi ad portum de Feversham ad usum dicti Wilelmi Borneley recepisse Eademque bona tempore oneracionis eorundem in dictam navem integra ac ut vulgo dicunt bene condicionata fuisse ac ex vitio

in the said warrant or order, to make answer touching justice to the beforenamed George Reyman in a cause in which he claims the property in the ship and goods ; And they, the [Spanish] subjects, in particular, and the others so cited, in general, took and take no trouble to appear, and thereby incur four defaults in that behalf; And all and singular these things were and are true, public, notorious and alike manifest and well known ; Wherefore having made oath, as of right required in this behalf, the party of the said George Reyman prays that right and justice in all and singular the premises and their incidents may effectually be done and administered, and that the ship, apparel, and goods aforesaid, belonging, as aforesaid, at the time of such capture to subjects of the king of Spain, may be pronounced to have been lawfully captured and seized by the said Reyman by virtue of the aforesaid letters [of reprisal] ; And further that it may be decreed that the same ship apparel and goods aforesaid may be appraised, and that after appraisement the same ship and goods may be adjudged to the aforesaid George Reyman, in execution of the said letters [of reprisal], for a rateable part of his aforesaid losses, and for the expenses incurred in the execution of such letters of reprisal; And that he may be put into possession of the premises, in part [payment] of his losses aforesaid, and of his expenses incurred and to be incurred in this behalf, together with his expenses incurred and to be incurred by virtue of the first decree [passed] for the purpose of preserving the ship and goods ; And that he may so effectually be put [into possession] ; And these things he propounds . . . (*in common form*)

JULIUS CÆSAR

BORNELEY c. TROUTE.

. . . Therefore We, Julius Cæsar, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Clement Troute[1] in the year and months in this behalf libellate was owner and proprietor of the ship called the ' Edward ' of Faversham, and received on board the same ship, then being within the jurisdiction of the Admiralty of England, in some one of the months libellate, the goods specified in the schedule annexed to the libel of the said Borneley, to be carried in the same ship to the port of Faversham for the use of the said William Borneley ; And that the same goods, at the time of the loading of the same on board the same ship, were, as is commonly said, well conditioned ; And that by the unseaworthiness of the said

[1] Though spelt here ' Troutes,' the name appears to have been ' Troute.'

dicte navis culpaque dicti Clementis Troutes dicta bona predicto Willelmi Borneley vitiata corrupta madefacta et spoliata seu deteriora facta fuisse Atque dictum Borneley racione culpe et incurie dicti Troute in dictis suis bonis damnum usque ad summam trium librarum legalis monete Anglie habuisse et habere Dictumque Clementem Troutes ad compensacionem dicti damni de jure teneri et compellendum fore pronunciamus decernimus et declaramus Eundem igitur Clementem Troutes in summa trium librarum . . . (*condemnation in common form*)

Ju. Cæsar

JOLIFF c. BAWDETT.

A.D. 1586 File 54, No. 50. Sentence for repayment of £195, paid by Joliff for the ransom from pirates of two French ships and cargoes.

. . . Idcirco nos Julius Cæsar . . . (*in common form*) . . . prenominatos Degorium Piper et ceteros ejus in ea parte complices maris grassatores et piratos annis et mensibus in hac parte libellatis videlicet annis domini 1585 et 1586 eorundemve mensium quolibet uno sive altero dictas duas naves Gallicas unam appellatam le Mary de Feckam alteram vero le Jaques de St Valerie sale respective oneratas in partibus Hispanie aut Portugalie abinde ad portum de Newhaven aut ad portum de Callis sive Midlebroughe transportando ac parti prefati Luce Bawdett et aliorum ejus in ea parte consortium tradendo super alto mari in itinere navali violenter cepisse et depredasse atque postea navem et salem hujusmodi ad maris locum vocatum Portlande Roade versus oppidum de Waymouthe transportasse et ibidem per aliquod temporis spacium cum preda hujusmodi ad anchoras residisse pronunciamus decernimus et declaramus Necnon annis et mensibus predictis eorundemve annorum et mensium uno sive aliquo dum prefatus Degorius Piper in dictis duabus navibus Gallicis in dicto loco vocato Portlande Roade sale ut prefertur oneratis stetit et permansit prenominatum Henricum Joliff in rem et usum dominorum et eorum negocium utiliter gerentem prefatum Degorium Piper super mari cum preda predicta existentem adiisse et ibidem omni meliori modo quo potuit nomine dominorum dictarum navium et salis in eisdem pro recuperacione et restitucione navium et salis hujusmodi cum dicto Degorio Piper egisse tractasse et sermonem habuisse atque post multos sermones et communicaciones inter dictos Henricum Joliff et Degorium Piper pro premissorum restitucione obtinenda habitos et factos tandem conventum et concordatum fuisse inter dictos Henricum Joliff et Degorium Piper ut dictus Henricus

ship and by the fault of the said Clement Troute the said goods aforesaid were spoiled, rotted, wetted, and damaged, or deteriorated for the aforesaid William Borneley; And that the said Borneley by reason of the fault and carelessness of the said Troute sustained and sustains [loss] in his said goods to the amount of £3 of lawful English money; And that the said Clement is of right bound, and should be compelled, to make compensation for the said loss; We therefore condemn the same Clement Troute in the sum of £3 . . . (*condemnation in common form*)

JULIUS CÆSAR

JOLIFF c. BAWDETT.

. . . Therefore We, Julius Cæsar, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Digory [1] Piper, and others his accomplices in that behalf, rovers of the sea and pirates, in the years and months in this behalf libellate, namely, in the years of our Lord 1585 and 1586, or in some one or other of those months, upon the high sea in the course of their voyage took by force and robbed two French ships, the one called the 'Mary' of Fécamp, and the other the 'St. Jaques' of St. Valerie, both laden in the parts of Spain or Portugal with salt to be carried from thence to the port of Newhaven or to the port of Calais or Middlesburgh and to be delivered to the agent of the aforesaid Luke Bawdett, and of the others his associates in that behalf; And that he afterwards carried such ship and salt to a place in the sea called Portland Roads, off the town of Weymouth, and there for some time rode at anchor with such his spoil; And We also pronounce decree and declare that in the years and months aforesaid, or in one or other of the same years and months, whilst the aforesaid Digory Piper lay and remained with the said two French ships laden with salt as aforesaid in the said place called Portland Roads, the aforenamed Henry Joliff, for the benefit and profit of the owners, and busying himself for their advantage, approached the aforesaid Digory Piper, then being upon the high sea with his aforesaid spoil, and there used his best endeavours in the name of the owners of the said ships and of the salt on board them, to negotiate, treat, and bargain with, the said Digory Piper for the recovery of such ships and salt, and, after much negotiation and bargaining had and made between the said Henry Joliff and Digory Piper for obtaining restitution of

[1] Qy 'Degorius.'

Joliff summam centum nonaginta et quinque librarum currentis monete Anglie prefato Degorio Piper pro redempcione dictarum navium et salis in eisdem solveret et numeraret dictusque Degorius Piper naves et salem predicta eidem Henrico Joliff in usum dominorum eorundem redderet et restitueret Posteaque eundem Henricum Joliffe juxta convencionem predictam summam centum nonaginta et quinque librarum legalis monete Anglie memorato Degorio Piper pro premissis nomine dominorum navium et salis hujusmodi realiter solvisse et satisfecisse eciam pronunciamus decernimus et declaramus Eundemque Degorium Piper tempore redempcionis navium et salis predictorum super alto mari et in ea libertate fuisse ut naves et salem predicta quo volebat abducere trafferre et transportare ac in usum suum proprium convertere potuisset prout revera naves et salem predicta abduxisset et in usum suum convertisset nisi dictus Henricus Joliff easdem (ut premittitur) ab eodem Degorio Piper pro pecunia predicta redemisset dictasque duas naves Gallicas ac salem in eisdem respective oneratum post premissa opera cura et industria dicti Henrici Joliff dictis Luce Bawdett Martino Siquery Jacobo Bradfare Francisco Baynarde et Willelmo Somings restitutas fuisse et esse eosdemque easdem naves et salem respective habere in presenti Ac premissorum pretextu dictum Henricum Joliff negocium dictorum reorum (?) Gallorum in ea parte utiliter gessisse juxta probaciones legitimas coram nobis in hac parte habitas et factas et in registro hujus curie remanentes quas pro hic lectis et insertis habemus et haberi volumus quatenus expedit eciam pronunciamus decernimus et declaramus Prenominatum igitur Lucam Bawdett Martinum Siquery Jacobum Bradfare Franciscum Baynarde et Willelmum Somyngs ad solucionem . . . (*condemnation in £195 and costs in common form*)

JUL. CÆSAR

EX PARTE LEE AND OTHERS.

A.D. 1586 File 54, No. 15. Sentence upon an *ex parte* complaint by Lee and others, that they have sustained losses by arrest of their goods by the king of Spain to the amount of £12,700. File 54, Nos. 20, 21; File 55, Nos. 40, 177; File 57, Nos. 175, 198; File 58, No. 52; File 60, Nos. 49, 133 (Sir Henry Sackford's case, £13,862 9*s.* 2*d.* damages); File 60, No. 135; File 67, Nos. 70, 73 (£23,835 damages) are similar sentences.

In dei nomine Amen Auditis . . . circumstanciis cujusdam querele negocii quod coram nobis in judicio ex parte Hugonis Lee Thome Alabaster Johannis Jackeson et sociorum pro recuperacione bonorum rerum

the premises, it was at last determined and agreed between the said Henry Joliff and Digory Piper that the said Henry Joliff should pay and discharge to the aforesaid Digory Piper the sum of £195 of current English money, for the redemption of the said ships and of the salt on board them, and that the said Digory Piper should give back and restore [the same] to the use of their owners; And that afterwards the same Henry Joliff, according to the aforesaid agreement, actually paid and satisfied to the aforesaid Digory Piper, for the premises, in the name of the owners of such ships and salt, the sum of £195 of lawful English money; And that the same Digory Piper, at the time of the redemption of the aforesaid ships and salt, was upon the high sea, and had it in his power to have carried off, taken away, and transported, the aforesaid ships and salt wheresoever he wished, and to have converted the same to his own use, as in truth he would have carried off the ships and salt aforesaid and converted them to his own use unless the said Henry Joliff had redeemed the same as aforesaid from the same Digory Piper by the aforesaid payment of money; And that the said two French ships and the salt laden on board them, respectively, after the premises, through the pains care and industry of the said Henry Joliff, were and are restored to the said Luke Bawdett, Martin Siquery, Jacob Bradfare, Francis Baynarde, and William Somings, who are now in possession of the same ships and salt, respectively; And We also pronounce, decree, and declare that by reason of the premises the said Henry Joliff busied himself in the affairs of the said Frenchmen, the defendants, to their advantage, according to lawful proofs in this behalf had and made before Us and now remaining in the registry of this Court, which proofs We deem, and order to be deemed, as here read and inserted, so far as material; We therefore pronounce, decree, and declare, that the aforenamed Luke Bawdett, Martin Siquery, Jacob Bradfare, Francis Baynarde, and William Somings, ought of right to be bound and compelled to pay . . . (*condemnation in £195 and costs in common form*)

JULIUS CÆSAR

EX PARTE LEE AND OTHERS.

In the name of God Amen. Having heard . . . the circumstances of a certain business of complaint that is being considered before Us in court on behalf of Hugh Lee, Thomas Alabaster, John Jackeson,

mercium nominum et debitorum necnon expensarum et damnorum suorum in partibus Hispanie et Portingalie auctoritate et nomine regis Hispanie arrestatorum detentorum et confiscatorum vertitur. . . . Idcirco Nos Julius Cesar legum doctor judex antedictus . . . (*all in common form*) . . . prenominatos Hugonem Lee Thomam Alabaster Johannem Jackeson et socios anno domini 1585 in allegacione et schedula predictis respective mencionatos mensibusque in eodem anno concurrentibus dominos et proprietarios legitimos omnium et singulorum bonorum rerum mercium necnon nominum et debitorum in dicta schedula descriptorum et specificatorum proque dominis et proprietariis legitimis eorundem dictos tentos habitos nominatos et reputatos palam publice et notorie fuisse et esse pronunciamus decernimus et declaramus Necnon bona res et merces nomina et debita predicta in schedula predicta mencionata ad summas in eadem schedula respective specificatas extendisse et extendere Necnon bona res merces ac nomina et debita predicta in partibus Hispanie et Portingalie et aliis partibus regi Hispanie subditis auctoritate et nomine regis Hispanie predicti anno et mensibus predictis eorumve uno sive aliquo indebite et injuste arrestata detenta et confiscata fuisse et esse Dictosque Hugonem Lee Thomam Alabaster Johannem Jackeson et socios suos propter multiplices injurias subditis serenissime domine nostre Elizabethe regine Anglie per aliquot annos elapsos notorie illatas et justum terrorem incarceracionis aliarumque injuriarum inferendarum ac eciam ob justiciam passim subditis predictis a dicto rege Hispanie denegatam nomina debitorum predictorum nec bona res et merces predicta exigere non potuisse eciam pronunciamus decernimus et declaramus Prenominatosque Hugonem Lee Thomam Alabaster Johannem Jackeson et socios per se vel suos de injuria sibi in ea parte facta damnisque et interesse suis in ea parte coram officiariis dicti regis Hispanie debite protestatos fuisse et esse et pro remedio apud dicti regis Hispanie officiarios solicite egisse Dictosque regis Hispanie officiarios actores et factores eorundem Hugonis Lee Thome Alabaster Johannis Jackeson et sociorum suorum sic ut premittitur protestantes non audivisse nec eosdem audire curasse sed ad graviora procedentes actores et factores hujusmodi injuste et contra omnem juris ordinem incarcerasse pronunciamus eciam decernimus et declaramus Eosdemque Hugonem Lee Thomam Alabaster Johannem Jackeson et socios suos per se vel suos

and their associates, for the recovery of goods, things, wares, bonds, and debts, arrested detained and confiscated in Spain by the authority and in the name of the king of Spain, and also of their charges and damages. . . Therefore We, Julius Cæsar, doctor of laws, the judge aforesaid, . . . (*all in common form*) . . . pronounce, decree, and declare, that the aforesaid Hugh Lee, Thomas Alabaster, John Jackeson, and their associates, respectively mentioned in the allegation and schedule aforesaid, were in the year of our Lord 1585 the lawful owners and proprietors of all and singular the goods, things, [and] wares, and also of the bonds and debts, described and specified in the said schedule, and were and are openly, publicly, and notoriously, called, held, deemed, named, and reputed, for lawful owners and proprietors of the same; And We also pronounce, decree, and declare, that the aforesaid goods, things, wares, and the bonds and debts, mentioned in the aforesaid schedule amounted and amount in value to the sums respectively specified in the same schedule, and also that the goods, things, wares, and the bonds and debts aforesaid were and are in the year and months aforesaid, or in some one of the same, by the authority and in the name of the aforesaid king of Spain, in Spain and Portugal and other places subject to the king of Spain, unjustly and unlawfully arrested, detained, and confiscated; And that the said Hugh Lee and Thomas Alabaster, John Jackeson, and their associates, by reason of manifold injuries notoriously inflicted upon the subjects of our most serene lady Queen Elizabeth for some years past, and by reason of their just fear of imprisonment and of other injuries to be inflicted on them, and also on account of the denial of justice by the said king of Spain, have been unable to recover the bonds for their aforesaid debts [?], or the said goods, things, or wares; And We also pronounce decree and declare that the beforenamed Hugh Lee, Thomas Alabaster, John Jackeson, and their associates, have protested and do by themselves or by their agents duly protest before the officers of the said king of Spain touching the injury done them in that behalf and touching their [loss of] interest in that behalf, and have solicited and treated with the officers of the king of Spain for a remedy; And that the said officers of the king of Spain have not listened to the agents and factors of the same Hugh Lee, Thomas Alabaster, John Jackeson, and their associates, so protesting as aforesaid, and have not cared to listen to them, but, proceeding to more grievous wrongs, have unjustly and against all form of right imprisoned such agents and factors; And We also pronounce, decree, and declare that the same Hugh Lee, Thomas Alabaster, John Jackeson, and their asso-

in ea parte actores et factores sumptus et expensas in et circa relaxacionem actorum et factorum dictorum Lee Alabaster Jackeson et sociorum suorum sic ut prefertur incarceratorum ac eciam in redaccione eorundem in hoc regnum Anglie necnon in et circa recuperacionem bonorum rerum et mercium predictorum nonnullas expensas et grandes pecuniarum summas erogasse et exposuisse necnon ultra valores eorundem bonorum rerum mercium nominum debitorum et expensarum predictorum racione lucri cessantis nonnulla damna sustinuisse Prefatosque Hugonem Lee Thomam Alabaster Johannem Jackeson et socios suos racione et occasione hujusmodi arresti expensarum et damnorum predictorum et aliarum injuriarum sibi ex parte et nomine prefati regis Hispanie factarum in valoribus bonorum rerum et mercium necnon nominum et debitorum predictorum et in expensis ut prefertur occasione premissorum factis necnon in damnis racione lucri cessantis juxta probaciones legitimas coram nobis in hac parte factas damna usque ad summam 12,700 librarum legalis monete Anglie indebite et injuste sustinuisse et sustinere eciam pronunciamus decernimus et declaramus per hanc nostram sentenciam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

JUL. CAESAR

DANIELL c. NOKES.

A.D. 1587 File 55, No. 104. Sentence absolutory; collision; the libel, *ibid.* No. 105, contains an allegation that, by the law of the sea, it is the duty of the smaller craft to keep out of the way.

. . . Idcirco nos Julius Caesar . . . (*in common form*) . . . dampnum et detrimentum omne quod prefatus Thomas Daniel racione cimbe cujusdam vocate the Ladell of Barkinge submerse ac fluctibus obrute sustinuit negligencia et incuria famulorum ipsius Daniell et eorum qui in dicta cimba tempore submersionis et eversionis [?] ionis hujusmodi fuerunt contigisse et accidisse dictumque Franciscum Nokes aliosque nautas et ministros dicte navis vocate the Methey [1] Dorothye of Ipswich omnem et omnimodum curam et diligenciam in servanda et tuenda dicta cimba et eandem a periculo liberando dedisse fecisse et prestitisse Dictumque Nookes et reliquos dicte navis nautas et vectores damni detrimenti et submersionis dicte cimbe haudquaquam reos aut ullo modo culpabiles fuisse aut esse nullumque ipsis damni incussionis aut submersionis hujusmodi culpam dolum negligenciam aut

[1] Sic.

ciates, have sustained by themselves or by their agents and factors in that behalf charges and expenses in and about the liberating of the said agents and factors of the said Lee, Alabaster, Jackeson, and their associates, so imprisoned as aforesaid, and also in the bringing of them back to this realm of England, and also in and about the recovery of the things, goods, and wares aforesaid, certain expenses, and have expended and laid out large sums of money, and have also sustained losses beyond the value of the same goods, things, wares, accounts, debts, and expenses aforesaid, by reason of loss of interest; And that the aforesaid Hugh Lee, Thomas Alabaster, John Jackeson, and their associates, by reason and on account of such arrest, expenses, and damages aforesaid, and of other injuries done them in the name of the aforesaid king of Spain, have unduly and unjustly sustained, and do sustain, damages to the amount of £12,700 of lawful English money, in the value of the goods things and wares, and also of the bonds and debts aforesaid, and in charges incurred as aforesaid by reason of the premises, and also in damages by reason of loss of interest, according to lawful proofs made before Us in this behalf; [And We do so pronounce decree and declare] by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in this writing

JULIUS CÆSAR

DANIELL c. NOKES.

. . . Therefore We, Julius Cæsar, . . . (*common form*) . . . pronounce, decree, and declare, that all the loss and injury that the aforesaid Thomas Daniell suffered by reason of the sinking and overwhelming of a certain boat called the 'Ladell,' of Barking, happened and fell out through the negligence and carelessness of the servants of him, Daniell, and of those who were in the said boat at the time of such sinking and collision; And that the said Francis Nokes and other his sailors and agents on board the said craft called the 'Methey Dorothy' of Ipswich, took, gave, and exercised, every and every sort of care and diligence in caring for and protecting the said boat and in rescuing her from danger; And that the said Nokes, and the rest of the sailors and people of the said craft, were and are in no way guilty of the loss injury and sinking of and to the said boat; And that no fault, wrongful act, negligence, or carelessness, could or

incuriam ascribi aut imponi potuisse aut posse pronunciamus decernimus et declaramus Dictumque Franciscum Nokes ab impeticione et instancia dicti Thome Daniell quoad deducta narrata et petita per eum in hac lite et in libello suo pretenso in hac causa dato dimittendum et absolvendum fore silenciumque perpetuum eidem Thome Daniell quoad premissa imponendum fore sicque dimitti absolvi et imponi debere pronunciamus decernimus et declaramus . . . (*in common form, the clause condemning Daniell in costs being struck out*)

JUL. CÆSAR

OFFICIUM DOMINI c. NICHOLLS.

A.D. 1589 File 57, No. 219. Sentence condemning Nicholls for measuring coals without a licence from the Admiral, and for contemptuous language. See also *ibid.* No. 15; File 55, No. 17, articles.

In dei nomine Amen Auditis . . . meritis et circumstanciis cujusdam negocii contemptus [1] et violacionis jurisdiccionis et aucthoritatis prenobilis viri domini Admiralli Anglie concernentis ex officio nostro mero quod coram nobis in judicio inter Johannem Theker notarium publicum officium nostrum in hac parte necessarie promoventem ex una et quendam Simonem Nicholls civitatis Londonie partem contra quem hujusmodi negocium promovetur partibus ex altera . . . Idcirco nos Julius Cesar . . . (*in common form*) . . . prenobilem virum Charolum dominum Howard Baronem de Effingham preclari ordinis garterii militem per hos tres duos vel unum annum elapsum magnum Admirallum Anglie Hibernie et Wallie ac dominiorum et insularum earundem ville Calesie et merchiarum ejusdem Normanie Gasconie et Aquitanie fuisse et in presenti esse Necnon serenissimam dominam nostram Elizabetham Anglie reginam officium dicti domini magni Admiralli Anglie eidem prenobili viro Charolo domino Howard dedisse et concessisse in tam amplis modo et forma quam predecessores ejusdem domini magni Admiralli Anglie idem officium unquam habuerunt exercuerunt aut gavisi sunt una cum omni et omnimoda auctoritate jurisdiccione et potestate ac cum omnibus et singulis feodis proficuis emolumentis commoditatibus prehemminenciis et advantagiis quibuscumque eidem serenissime domine nostræ reginæ in eodem officio sue Admirallitatis Anglie aut ea occasione quoquomodo debitis incidentibus et pertinentibus quibuscumque pronunciamus decernimus et declaramus Ac insuper omnem et omnimodam jurisdiccionem de et super quibuscum-

[1] Sic.

can be ascribed to them for such loss, collision, or sinking; And We pronounce, decree, and declare, that the said Francis Nokes be dismissed from the suit and instance of the said Thomas Daniell touching the matters set forth, narrated, and sued for by him in this suit and in his pretended libel given in this cause; And that perpetual silence be imposed on the same Thomas Daniell touching the premises . . . (*in common form*)

JULIUS CÆSAR

OFFICIUM DOMINI c. NICHOLLS.

In the name of God Amen. Having by virtue of Our office heard . . . the merits and circumstances of a matter concerning [?] a contempt and violation of the jurisdiction and authority of the most noble lord high Admiral of England that was lately discussed before Us in court between John Theker, notary public, the necessary promoter of Our office in this behalf, of the one part, and one Simon Nicholls, of the city of London, the party against whom such business is promoted, of the other part . . . Therefore We, Julius Cæsar . . . (*all in common form*) . . . pronounce, decree, and declare, that the most noble man, Charles lord Howard, Baron of Effingham, knight of the most illustrious order of the Garter, for these three, two, or one, year past was, and at present is, high Admiral of England, Ireland, and Wales, and of the dominions and islands of the same, and of the town of Calais, and of the marches of the same, and of Normandy, Gascony, and Aquitaine; And that Our most serene lady, Elizabeth, queen of England, gave and granted the office of the said lord high Admiral of England to the same most noble man, Charles, lord Howard, in as ample a manner and form as the predecessors of the same lord high Admiral of England have ever had exercised or enjoyed the same office, together with all and every kind of authority, jurisdiction and power, and with all and singular the fees, profits, emoluments, commodities, preeminences, and advantages whatsoever, due incident and appertaining to the same most serene lady our Queen in the same office of her Admiralty of England, or by reason thereof, in any way; And moreover We also pronounce, decree, and declare, that all and all manner of jurisdiction of and upon all public rivers whatsoever and

que fluminibus publicis et aquis salsis et dulcibus infra regnum Anglie et Hibernie a primis pontibus usque ad mare ad dominum magnum Admirallum Anglie pro tempore existente spectasse et pertinuisse ac sic de jure ad dictum honorandum virum dominum Admirallum Anglie modernum spectare et pertinere debuisse et debere in presenti Memoratumque Simonem Nichols premissis non obstantibus mensibus et annis in hac parte articulatis jurisdiccionem dicti domini magni Admiralli Anglie violasse et perturbasse ac officium sive munus metendi et mensurandi carbones ac alias merces in navibus infra jurisdiccionem dicti domini magni Admiralli existentibus absque aliqua auctoritate legitima sibi a dicto domino magno Admirallo Anglie vel a nobis ejus locumtenente obtenta infra jurisdiccionem Admirallitatis Anglie et dicti domini magni Admiralli per se et suos usurpasse et exercuisse eciam pronunciamus decernimus et declaramus Memoratumque Simonem Nichols mensibus et annis predictis in hac parte articulatis sepius seu saltem semel per quendam Garrettam Swyfte marescallum et officiarium sive ministrum publicum supreme curie Admirallitatis Anglie ex parte dicti domini magni Admiralli et ejus nomine et auctoritate admonitum et rogatum ne ipse prefatus Simon Nichols per se aut suos jus metendi carbones infra jurisdiccionem domini magni Admiralli Anglie in se assumeret aut carbones infra jurisdiccionem predictam publice metiret premissis non obstantibus mensibus et annis predictis carbones infra jurisdiccionem predictam in navi quadam metere et mensurare officiumque pretensum metendi et mensurandi carbones exercere temere attemptasse necnon carbones nonnullos tanquam publicus in ea parte officiarius et minister mensurasse Dictumque Simonem Nichols post inhibicionem sic ut prefertur nomine dicti domini magni Admiralli Anglie factam necnon post arrestum auctoritate hujus curie per prefatum Garrettam Swyfte marescallum et officiarium antedictum in prefatum Simonem Nicholls debite interpositum nonnulla verba contemptuosa et presertim verba in Anglicis sequentia viz^{t} that he knewe not him the said Garrett Swyfte that did arrest him to be anie officer, and that he wold not obey his arreste, and that he wolde measure coales there still in manifestum contemptum et vilipendium dicti domini magni Admiralli Anglie et jurisdiccionis curie sue Admirallitatis dixisse protulisse et asseruisse pronunciamus decernimus et declaramus Ac proinde dictum Simonem Nichols manifestum contemptorem juris et jurisdiccionis dicti domini magni Admiralli Anglie et hujus curie supreme Admirallitatis fuisse et esse Proque tanto temeritatis sue excessu in premissis et ea concernentibus corri-

upon waters, salt and fresh, within the realm of England and Ireland, from the first bridges to the sea, belonged and appertained to the Lord High Admiral of England for the time being, and so ought now of right to belong and appertain to the said honourable man, the present Lord Admiral of England; And that the said Simon Nicholls, notwithstanding the premises, in the months and years in this behalf articulate, without any lawful authority conceded to him by the said lord high Admiral of England or by Us his lieutenant, violated and disturbed the jurisdiction of the said Lord High Admiral of England, and by himself and his agents usurped and exercised the office or duty of meting and measuring coals and other wares in ships within the jurisdiction of the said Lord High Admiral; And We pronounce, decree, and declare, that the said Simon Nicholls, in the months and years aforesaid in this behalf articulate, having been frequently, or at any rate once, by one Garrett Swyfte, marshal and official or public officer of the high court of Admiralty of England, on behalf of the said Lord High Admiral, and in his name, and by his authority, admonished and required that he, the aforesaid Simon Nicholls, should not by himself or his agents take upon himself the right of measuring coals within the jurisdiction of the Lord High Admiral of England, or publicly measure coals within the aforesaid jurisdiction, notwithstanding the premises in the months and years aforesaid wantonly attempted, within the aforesaid jurisdiction, to mete and measure coals on board a certain ship, and to exercise the pretended office of meting and measuring coals, and further to measure certain coals as a public officer and servant in that behalf; And that the said Simon Nicholls, after the inhibition so as aforesaid issued in the name of the said Lord High Admiral of England, and also after an arrest had been duly put upon the aforesaid Simon Nicholls by the aforesaid Garrett Swyfte, the marshal and official aforesaid, said, uttered, and spoke, contemptuous words, and in particular the following words in English, to wit, 'That he knew not the said Garrett Swyfte, that did arrest him, to be any officer, and that he would not obey his arrest, and that he would measure coals there still'—to the manifest contempt and dishonouring of the said Lord High Admiral of England, and of the jurisdiction of his court of Admiralty; And accordingly We pronounce decree and declare that the said Simon Nicholls was and is a manifest contemner of the right and jurisdiction of the Lord High Admiral of England, and of this his High Court of Admiralty, and that he ought to be corrected and punished for his so great and

gendum et puniendum fore debere pronunciamus decernimus et declaramus Eumque in expensis legitimis ex parte et per partem dicti officii in hac causa et ejusdem occasione factis et fiendis condemnando et condemnamus . . . (*in common form*)

JUL. CÆSAR ROBERTUS FORTYE [1]

DE LA FIN c. MORRYS.

A.D. 1590 File 57, No. 11. Sentence, adjudging to De la Fin, the French Ambassador, a ship and goods captured by Englishmen from French Leaguers; the entire value of the ship and cargo being, however, awarded to salvors at a wreck of the ship after the recapture. Cf. File 58, Nos. 100, 194.

In dei nomine Amen Auditis . . . inter prenobilem virum Johannem de la Fin legatum regis Francorum nomine domini sui serenissimi principis Gallorum regis partem agentem et querelantem ex una et Willelmum Morrys et Griffithum ap John Griffith armigerum partibus ex altera . . . Idcirco nos Julius Cesar . . . (*all in common form*) . . . navem articulatam sive in predicta allegacione mencionatam vocatam the John of St Mallowes cum variis mercibus et mercimoniis presertim vinis et sale Anglice Spannishe wynes and salte in eadem navi in portu de St Lukars in Hispania pro itinere ad opidum de St Mallowes fiendo oneratam fuisse et in instituto suo itinere predicto per quendem . . . Legate Anglum capitaneum navis vocate the Minion of Hampton et socios suos super alto mari captam et subactam fuisse et esse Dictosque . . . Legate et socios in possessione ejusdem navis et mercium in eadem oneratarum existentes summa ventorum et tempestatum ipsis adversantium vi et impetu in portu de Pullchelly in comitatu Carnarvon cum navi et mercibus predictis eciam invitos appellasse [2] maximamque partem vinorum predictorum et totam quantitatem salis predicte in dicta navi onerate racione tempestatum predictarum tam antequam dicta navis in eodem portu de Pullchelly appellaret quam posteaquam appellaverat periisse Ipsamque navem in eodem portu naufragium fecisse et submersam fuisse et esse ibidemque remanere Dictosque Willielmum Morrys et Griffithum ap John Griffith post naufragium predictum cura et diligencia sua nonnulla vini dolia aliasque merces in dicta submersa navi remanentes ex naufragio predicto recuperasse servasse et collegisse Eandemque navem sic in portu predicto submersam existentem et merces predictas sic collectas et recuperatas in possessione sua aut

[1] Semble, the attesting witness; and so elsewhere.

[2] Sic. Qy. mistake for 'appulisse'; or, as Professor Maitland suggests, was the scribe rendering 'to call at' only too literally?

exceeding indiscretion in the premises and in the matters concerning the same; And we condemn him in lawful costs by and on behalf of the said official incurred and to be incurred in this cause and by reason thereof . . . (*in common form*)

JULIUS CÆSAR ROBERT FORTYE

DE LA FIN c. MORRYS.

In the name of God Amen . . . between the most noble man, Jean de la Fin, ambassador of the king of the French, in the name of his lord the most serene prince the king of the French, party agent and plaintiff, of the one part, and William Morrys and Griffith ap John Griffith esquire, of the other part . . . Therefore We, Julius Cæsar . . . (*all in common form*) pronounce, decree, and declare, that the ship articulate or mentioned in the aforesaid allegation, called the 'John' of St. Malo, was loaded in the port of San Lucar, in Spain, for a voyage to be made to the town of St. Malo, with various wares and merchandises, in particular Spanish wines and salt, and that in the course of her aforesaid prescribed voyage she was taken and captured upon the high sea by one —— Legate, an Englishman, the captain of a ship called the 'Minion' of Hampton, and his associates; And that the said —— Legate and his associates, being in possession of the same ship, and of the wares laden on board her, being driven by the extreme force and violence of adverse winds and weather, against their will with the aforesaid ship and wares made the port of Pwllheli, in the county of Caernarvon; And that the greater part of the wines aforesaid, and the whole of the salt aforesaid laden in the said ship, was lost by reason of the aforesaid bad weather, partly before the said ship had arrived at the same port of Pwllheli, and partly after her arrival there; And that the ship suffered shipwreck and was sunk in the same port, and there remains; And that the said William Morrys and Griffith ap John Griffith, after the aforesaid shipwreck, by their care and diligence, recovered, saved, and collected, from the aforesaid wreck some casks of wine and other wares; And that the same ship so sunk in the aforesaid port, and the aforesaid wares so collected and recovered, are, and at present

alicujus alterius per eosdem pro eorundem conservacione assignati esse et remanere in presenti Predictosque Willielmum Morrys et John ap Griffith in et circa recuperacionem conservacionem collec-cionem et custodiam navis et mercium predictarum necessario et utiliter exposuisse nonnullas pecuniarum summas pronunciamus decernimus et declaramus Eandemque navem vocatam the John de St Mallowes omniaque et singula bona in eadem tempore appulsus ejusdem in portu de Pullchellye predicta existentia et presertim dictam navem vina aliasque merces sic per predictos Willielmum Morrys et Griffithum ap John ex naufragio predicto recuperata servata et collecta ad quosdam Galfridum Collet Johannem Trotur Lavvicum (?) Trenchante et Petrum Collyn cives incoles oppidanos et inhabitantes de St Mallowes predicta et ad alios regis Hispanie subditos aut fautores ac regis Francorum et regine Anglie inimicos spectasse ac in rem usum et compotum proprium eorundem onerata et consignata fuisse et esse Dictosque Galfridum Collet Johannem Trotur Lavvicum Trenchante et Petrum Collyn ac ceteros ejusdem opidi inhabitantes notorie fuisse et esse rebelles perduelles apos-titas et resultatores contra regem Francorum Anglice rebels and legars to the French kinge armaque contra dictum regem domi-num suum sumpsisse et sumere in presenti eciam pronunciamus decernimus et declaramus Ac racione premissorum eadem[1] navem cum apparatu et ornamentis ejusdem ac bona omnia et singula pre-dicta (ut prefertur) capta et in manibus vel possessione dictorum Willielmi Morrys et Griffithi ap John Griffith seu aliarum personarum quarumcunque existentia fuisse et esse forisfacta et confiscanda ad opus et usum predicti serenissimi principis Gallorum regis Eademque navem apparatum et ornamenta ejusdem et bona tanquam bona rebellium ipsius ac eisdem rebellibus jure belli legitime capta dirept a depredata et detenta fuisse et esse et ad eundem regem spectasse et spectare debere eidemque tradenda et deliberanda fore debere pro-nunciamus decernimus et declaramus Verumque valorem dicte navis cum apparatu ejusdem vini ceterarumque mercium sic per dictos Willielmum Morrys et Griffithum ap John Griffith servatarum col-lectarum et in possessionem sive custodiam suam pervenientium tempore quo primum sic eo pervenerunt extendisse et extendere ad summam ducentarum librarum et non amplius Dictosque Willielmum Morrys et Griffithum ap John Griffith (allocatis ac primo ante omnia solutis per dictum prenobilem virum eisdem Willielmo et

[1] Sic.

remain, in the possession of them, or of some one else by them appointed to take charge thereof; And that the aforesaid William Morrys and John ap Griffith, as was necessary and beneficial, laid out certain sums of money in and about the recovery, preservation, collecting, and custody, of the ship and wares aforesaid, and for the benefit [of the defendants]; And We also pronounce decree and declare that the same ship, called the 'John' of St. Malo, and all and singular the goods on board her, at the time of her arrival in the port of Pwllheli aforesaid, and particularly the said ship wines and other wares so by the aforesaid William Morrys and Griffith ap John recovered, saved, and collected, from the aforesaid wreck, belonged to certain [men named] Godfrey Collet, Jean Trotur, Louis Trenchante, and Pierre Collyn, citizens, residents, townsmen, and inhabitants of St. Malo aforesaid, and to other subjects or allies of the king of Spain and enemies of the king of France and of the queen of England, and were, and are, loaded and consigned for their benefit, use, and account; And that the said Godfrey Collet, Jean Trotur, Louis Trenchante, and Pierre Collyn, and the rest of the inhabitants of the same town, notoriously were and are rebels, traitors, and seceders from and against the king of the French, (in English) rebels and leaguers to the French king, and have taken up, and are now taking up, arms against the said king their lord; And that, by reason of the premises, the same ship, together with her apparel and furniture, and all and singular the goods aforesaid so captured as aforesaid, being in the hands or possession of the said William Morrys and Griffith ap John Griffith, or any other persons whomsoever, were and are forfeited and confiscated to the use and benefit of the aforesaid most serene prince, the king of the French; And that the same ship, and her apparel and furniture, and the goods [aforesaid], were and are goods of rebels against him [the French king], and were and are lawfully captured, taken, spoiled, and detained, from the same rebels, by right of war, and ought to have belonged and to belong to the same king, and ought to be handed and delivered to him; And We also pronounce, decree and declare that the true value of the said ship, with the apparel of the same, and of the wine and the rest of the wares so saved and collected, by the said William Morrys and Griffith ap John Griffith, and come to their possession or custody, at the time when they first so came to their possession, extended and extends to the sum of £200 and no more; And that the said William Morrys and Griffith ap John Griffith (there being first of all paid by the said most noble man [the plaintiff] to the same

Griffitho omnibus expensis et sumptibus per eos quovismodo expositis in et circa recuperacionem colleccionem et custodiam navis vini et mercium predictarum quas expensas et sumptus ad summam ducentarum librarum legalis monete Anglie legitime taxamus) ad tradendum et deliberandum predictam navem cum apparatu et omnia vina et reliquas merces quæ in eorum possessionem sic pervenerunt (si extent) alioquin eorum verum valorem predicto prenobili viro ad opus et usum dicti domini sui regis Gallorum cogendos et compellendos condemnandos fore debere eciam pronunciamus declaramus et condemnamus per hanc nostram sentenciam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

JUL. CÆSAR NY. STYWARDE

LUCAS c. BONA IN MANIBUS CARIE.

A.D. 1590 File 58, No. 200. First decree against goods of Pearse, who had spoiled goods of Lucas.

In dei nomine Amen . . . pars discretorum virorum Johannis Lucas de Saltashe et Roberti Brockdon de Stonhouse in comitatu Cornubie mercator contra et adversus sexcentos nonaginta et tres modios salis et viginti lapides molares in manibus et possessione Georgii Carie armigeri situata et existentia ad capitaneum Pearse dum vixit et socios spectantia et pertinentia nuper aucthoritate hujus curie arrestatos ac contra eundem capitaneum Pearse in specie ac omnes et singulos alios coram vobis pro eisdem bonis rebus et mercibus in judicio legittime intervenientes in genere . . . (*all in common form*) . . . proponit Quod predicti Johannes Lucas et Robertus Brockdon annis domini 1589 et 1590 ac mensibus in eisdem annis concurrentibus eorundemve annorum quolibet aliquibus uno sive aliquo fuerunt et erant domini proprietarii ac legittimi possessores tresdecim buttarum vini Hispanici Anglice xiij butts of sack ac in possessione eorundem [1] notorie constituti easdem tresdecim buttas vini Hispanici per se aut suos in naviculam quandam vocatam a Bretishe ship or bottome in partibus transmarinis in hoc regnum Anglie transvehendas et transportandas et ibidem in eorum usum et commodum distrahendas et vendendas annis et mensibus predictis eorumve uno onerarunt seu onerari fecerunt Quodque dicta navis seu navicula vocata the Bretish shipp cum vinis predictis in eadem oneratis in navigacione sua super alto mari versus portum destinatum in hoc regno Anglie aggressa fuit invasa expugnata et capta per predictum capitaneum Pearse

[1] Sic.

William and Griffith all expenses and charges incurred by them in any way in and about the recovery, collection, and custody, of the ship, wine and wares aforesaid, which charges and expenses We in course of law assess at the sum of £200 of lawful English money) ought to be condemned to be compelled and obliged to hand over and deliver up the aforesaid ship, with her apparel and all the wines and other wares that have so come to their possession, if they are in existence, and, if not, their true value, to the aforesaid most noble man, to the use and for the benefit of his said lord, the king of the French ; And We so condemn them by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in these writings

JULIUS CÆSAR NICHOLAS STYWARDE

LUCAS c. BONA IN MANIBUS CARIE.

In the name of God Amen . . . the party of the discreet men, John Lucas, of Saltash, and Robert Brockdon, of Stonehouse, in the county of Cornwall, merchant, against 693 measures of salt and 20 mill stones [now] lying and being in the hands and possession of George Carie, esquire, belonging and appertaining to captain Pearse and his partners, whilst he was living, and lately arrested by authority of this court; and against the same captain Pearse, in particular, and, in general, against all and singular other persons lawfully intervening in court for the same goods, things, and merchandises . . . (*in common form*) . . . in law propounds : That the aforesaid John Lucas and Robert Brockdon, in the years of the Lord 1589 and 1590, and in the months occurring in the same years, or in some or one of those years, were owners, proprietors, and lawful possessors of 13 butts of Spanish wine called in English sack, and, being well known to be in possession of the same, themselves or by their agents loaded or caused to be loaded in parts beyond sea the same 13 butts of Spanish wine on board a certain ship called a British[1] ship or bottom, to be carried and transported to this realm of England there to be disposed of and sold for their use and advantage ; And that the said ship or craft called the British ship, with the aforesaid wines laden in her, during her voyage upon the high sea to her port of destination in this realm of England, was set upon, attacked, captured, and taken, by the said captain Pearse and his accomplices on board a

[1] Qy. or 'Breton'?

et socios suos in navi quadam bellica existentes Quodque dictus Pearse tunc et ibidem super alto mari infra jurisdiccionem Admirallitatis Anglie et fluxum et refluxum maris easdem tresdecim buttas vini Hispanici per se et socios violenter a magistris gubernatoribus et nautis dicte navicule vocate a Britishe shipp cepit abduxit et asportavit et in manus et possessionem suas sine ullo justo titulo seu auchoritate obtinuit et recepit. . . Unde dicti Johannes Lucas et Robertus Brockden pars querelans predicta spem aliam ad recuperandum vina et bona sua predicta non habentes . . . (*arrest the goods and pray to be put into possession, in common form*)

PINDER c. COCKEREY.

A.D. 159- File 58, No. 116. Sentence for condemning the defendant for taking ballast in Thames, without payment to the Ballaster.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . prænominatum Wilielmum Pinder annis et mensibus in hac parte libellatis in et per totam Thamesin Londonie a domino magno Admirallo Anglie officium potestatem sive deputacionem naves onerarias quascunque ad portum Londonie appulsas oneribusque suis exoneratas cum sabulis saburris atque arenis reonerandi obtinuisse et assecutum fuisse et esse eoque intuitu communi nomine the Balister nuncupatum in possessione dicti officii potestatis sive deputacionis in et per totum tempus libellatum extitisse proque tali communiter dictum tentum habitum nominatum et reputatum palam publice et notorie fuisse et esse pronunciamus decernimus et declaramus Omnesque et singulos navium magistros sive proprietarios Thamesin predictam ejusque oras transeuntes et remeantes navibus suis mercibus transvectis exoneratis ibidem easdem cum sabulis saburris atque arenis dicti officiarii vocati the Ballister ejusve ministrorum reonerare solitos fuisse debuisse ac debere eidemque officiario pro quolibet tonallo saburre Anglice of balliste predicte summam octo denariorum legalis monete Anglie pensitare seu pendere eciam solere et debuisse ac debere Dictumque Christoferum Cockerey annis et mensibus in hac parte libellatis fuisse magistrum navis predicte vocate the Talbot of Hull ac in eandem navem sabulum sive saburram dicti officiarii vocati le Balister ad mensuram xxiiij tonellorum saburre predicte Anglice of baliste juxta probaciones legitimas coram nobis in hac parte factas absque aliquibus solucione compensacione satisfaccione quacunque pro eisdem officiario antedicto habitis et factis per se vel suos recepisse eciam pronunciamus decernimus et declaramus Prenominatum igitur Christoferum

certain ship of war ; And that the said Pearse, then and there, upon the high sea within the jurisdiction of the Admiralty of England, and within the ebb and flow of the sea, himself, and by his accomplices, violently took, robbed, and carried away, the same 13 butts of Spanish wine from the master, commander and seamen of the said craft called a British ship, and took and received [the same] into his own hands and possession without any just title or authority . . . Wherefore the said John Lucas and Robert Brockdon, the aforesaid parties complainant, having no other hope of recovering their aforesaid goods . . . (*arrest the goods and pray to be put into possession, in common form*)

PINDER c. COCKEREY

. . . Therefore We, Julius Cæsar, . . . (*common form*) . . . pronounce, decree, and declare, that the aforenamed William Pinder, in the years and months in this behalf libellate, had obtained and procured from the lord high Admiral of England the office, power, or appointment, of reloading with ballast, gravel, and sand, in and over all the river Thames, at London, all merchant ships whatsoever arriving at the port of London and discharging their cargoes ; And to that intent, being called by the common name of the Ballaster, was at and throughout the whole of the time libellate in possession of the said office, power, or appointment, and for such was, and is, commonly called, held, reckoned, named, and reputed ; And We also pronounce, decree, and declare, that all and singular the masters or owners of ships navigating and passing by the Thames aforesaid and its banks, after unloading their ships and discharging their cargoes carried there, were wont, and ought to have reloaded, and ought now, to reload the same ships with the loam, ballast, and sand, of the said officer called the Ballaster, or of his agents, and were also wont and ought to pay and discharge to the same officer for every ton of ballast aforesaid the sum of 8*d*. of lawful English money ; And that the said Christopher Cockerey, in the years and months in this behalf libellate, was the master of the aforesaid ship called the 'Talbot' of Hull, and, himself or by his agents, according to lawful proofs in this behalf made before Us, received into the same ship loam or ballast of the said officer called the Ballaster, to the amount of 24 tons of ballast, without any payment, discharge, or satisfaction whatsoever had and made for the same to the aforesaid officer ; We therefore condemn the aforesaid

Cockerey tam in summa xvj^{s} pro dictis xxiiij tonellis saburre sic ut prefertur in nave predicta receptis quam in expensis . . . (*condemnation in common form*)

JUL. CÆSAR JO. HUNT [?]

OFFICIUM DOMINI c. DULINGE.

A.D. 1591 File 60, No. 263. Articles, promoted by grantees of the foreshore against Dulinge for erecting a wear at Braunton, in Devonshire, without having obtained a licence from the Admiral. Extract, showing the claim of the Crown to the sea and foreshore.

Imprimis quod tu scis vel credis quod tam serenissima domina nostra domina nunc regina Anglie Elizabetha quam omnes et singuli illustrissimi et invictissimi progenitores et predecessores sui reges Anglie de tempore et per tempus cujus contrarii memoria hominum non existit jure prerogativae suae regiae semper in jure regni sui fuerunt domini atque proprietarii prout eciam ipsa domina nostra nunc regina Elizabetha in presenti est domina ac proprietaria maris adjacentis regno Anglie ac Angliam ambientis et preterlabentis saltem pro 300, 200, 100, 50, 40, 30, 20, seu 10 miliaria a terra sive littore versus ejusdem maris profundum ejusdemque maris littorum ac omnium ac singulorum jurium privilegiorum fructuum emolumentorum hereditamentorum et reddituum regalium ac dominicalium quorumcunque ex eisdem mari et littoribus orientium contingentium provenientium et renovantium ipsarumque adeo terrarum omnium mari supposita rum subjacentium et superinundatarum ac eciam fluminum publicorum et portuum in omnibus et singulis locis maritimis regni Anglie omniumque edificiorum structurarum rerum et machinarum ad pisces capiendos vel aliquem alium usum in dictis mari littoribus portubus terris et locis saltem infra fluxum et refluxum maris et aquae ad plenitudinem edificatorum positorum et existentium necnon redditus et piscationum et salinarum aliorumque proventuum ibidem perceptorum seu quomodolibet provenientium et contingentium omniaque et singula premissa res jura privilegia redditus et alia regalia seu dominicalia quaecunque ex regia sua prærogativa generali semper possederunt occuparunt et tenuerunt prout eciam ipsa domina nunc regina Anglie predicta possedit semper occupavit et tenuit proque omnium et singulorum premissorum dominis proprietariis possessoribus occupantibus communiter per tempus memoratum tenti habiti et reputati fuerunt et sunt prout eciam ipsa domina nunc regina predicta communiter dicta tenta habita et reputata fuit et est. . .

Christopher Cockerey, as well in the sum of 16*s.* for the said 24 tons of ballast so received in the aforesaid ship as aforesaid, as in costs . . . (*in common form*)

JULIUS CÆSAR JOHN HUNT [?]

OFFICIUM DOMINI c. DULINGE.

Firstly, that you know or believe that, as well our most serene lady Elizabeth, queen of England that now is, as all and singular her illustrious and invincible progenitors and predecessors, kings of England, from and for time whereof the memory of man runneth not to the contrary, have in right of their royal prerogative [and] in right of their kingdom ever been lords and owners, as also she, our lady Elizabeth, queen that now is, is now owner and proprietor of the sea adjacent to and encircling and washing [the shores of] the realm of England, at least for 300, 200, 100, 50, 40, 30, 20, or 10 miles from the land or shore, towards the deep sea, and of all and singular the rights, privileges, fruits, emoluments, hereditaments, profits, royalties, and lordships, whatsoever they may be, arising coming and issuing from the said sea and shores, and of all lands lying beneath and under the sea, and overflowed by it, and also of the public rivers and ports in all and singular the maritime parts of the kingdom of England, and of all edifices, structures, things, and engines, used for catching fish or for any other purpose, built, placed, and existing, on the said shores of the sea or in the said harbours, lands, and places, at least within the ebb and flow of the sea, up to full sea mark; and, further, that they have of their royal [and] general prerogative, for all time possessed, occupied, and held, the profits of [all] fisheries and salt ponds, and other the revenues therefrom received, or in any way issuing and arising [therefrom], and [also] all and singular the premises, the things, rights, privileges, profits, and other royalties or lordships [aforesaid], whatsoever they may be, as also she, the lady queen of England that now is, has for all time possessed, occupied, and held [the same], and throughout all the time aforesaid have been and are commonly deemed, held, and reputed as owners, proprietors, possessors, [and] occupiers of all and singular the premises, as also she, the aforesaid lady the queen that now is, has been and is commonly called, deemed, held, and reputed.

FRANCHIOTTIE c. SCHRODER.

A.D. 1593 File 61, No. 11. Bottomry sentence; the voyage not having been performed, but the ship and part of the cargo having been salved by the lenders; condemnation for salvage.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . prefatum Conradum Schroder mensibus Martij . . . et Novembris anno domini 1593 jam currente fuisse dominum proprietarium et legitimum possessorem quarte partis cujusdam navis vocate the Angell Michaell de Lubecke ac omnium et singulorum apparatuum et ornamentorum ad eandem racione dicte quarte partis qualitercunque spectantium et pertinentium proque domino proprietario et possessore legitimo quarte partis dicte navis fuisse et esse communiter dictum tentum habitum nominatum et reputatum palam publice et notorie pronunciamus decernimus et declaramus Dictumque Conradum Schroder in aliquo mensium predictorum proposuisse et intendisse ac in proposito habuisse expedire quoddam viagium marittimum ad partes transmarinas cum dicta nave ac nonnullis bonis rebus et mercibus in eadem oneratis eandemque navem ad hujusmodi effectus cum apparatibus ornamentis cibariis et victualibus ad hujusmodi viagium marittimum perimplendum seu complendum instruxisse et parasse Eundemque Conradum mutuo accepisse et habuisse a prenominato Horatio Franchiottie ducentas libras currentis monete Anglie Necnon a dicto Bartholomeo Corsinie quinquaginta libras similis monete Anglie ad navem predictam cum ceteris premissis ad dictum viagium complendum aptis idoneis et requisitis instruendam juxta confessionem ejusdem Conradi eciam pronunciamus decernimus et declaramus Necnon eciam in aliquo mensium predictorum inter dictos Horatium Franchiottie et Bartholomeum Corsinie et Conradum Schroder racione et intuitu dicti viagii marittimi per navem predictam faciendi et expediendi conclusum concordatum promissum et pactum fuisse quod si et quatenus dictus Conradus Schroder viagium constitutum salvo expediret dictaque navis tuto ad portum constitutum in partibus ultramarinis seu aliquem alium portum transmarinum applicaret quod tunc idem Conradus prestaret et solveret prefato Horatio Franchiottie summam ducentarum et quinquagintarum[1] librarum intuitu et nomine dicte summe ducentarum librarum (ut prefertur) mutuate necnon dicto Bartholomeo Corsinie summam septuaginta librarum Necnon eciam inter partes predictas intuitu dicte summe (ut prefertur)

[1] Sic.

FRANCHIOTTIE c. SCHRODER.

. . . Therefore We, Julius Cæsar . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Conrad Schroder, in the months . . . of the year 1593 now current, was owner proprietor and lawful possessor of one fourth part of a certain ship called the 'Angel Michael' of Lubeck, and of all and singular the apparel and furniture in any way belonging and appertaining to the same in respect of the said fourth part, and was and is commonly called, held, deemed, named, and reputed, openly, publicly, and notoriously, as owner, proprietor and lawful possessor of a fourth part of the said ship; And We also pronounce, decree, and declare that the said Conrad Schroder, in one of the aforesaid months, proposed and intended and was minded to make a sea voyage with the said ship and with certain goods, things and wares laden on board her to parts over sea, and had fitted out and made ready the same ship to that intent with apparel, furniture, victuals, and food, for the performance or accomplishing of such sea voyage; And that the same Conrad borrowed and had from the aforenamed Horatius Franchiottie £200 of current English money, and from the said Bartholomew Corsinie £50 of like English money, for the equipping of the aforesaid ship with other things fit, suitable, and requisite, for the accomplishing of the said voyage, according to the admission of the same Conrad; And We also pronounce, decree, and declare, that in some one of the aforesaid months it was determined, agreed, promised, and contracted, between the said Horatius Franchiottie and Bartholomew Corsinie, in respect of the said sea voyage to be made and accomplished by the aforesaid ship, that, if and so far as the said Conrad Schroder should safely carry out the voyage undertaken, and the said ship should safely arrive at the appointed port in parts beyond sea, or at some other port beyond sea, that then the same Conrad should pay and discharge to the aforesaid Horatius Franchiottie the sum of £250 in respect and in the name of the said sum of £200 so lent as aforesaid, and should also [pay] to the said Bartholomew Corsinie the sum of £70; And further that it was determined, agreed, and contracted, between the

ad effectus predictos mutuate conclusum pactum et concordatum fuisse quod casu quo dicta navis antequam ad partes constitutas applicaret naufragium pateretur aut tempestatibus et procellis submergeretur aut alio quocunque infortunio periret quominus viagium constitutum perimpleri possit quod tam dictus Horatius quam Bartholomeus subirent aut sustinerent periculum summe respective mutuate liberarentque dictum Conradum Schroder a restitucione seu prestacione summe respective mutuate antedicte et si eadem navis aut aliqua pars ejusdem aut ejus apparatuum recuperaretur aut preservaretur quod tunc et in eo casu dicti agentes haberent et gauderent ratis porcionibus dicte navis seu partis ejusdem ac apparatibus sic recuperatis et preservatis juxta ratam et quantitatem summe per eos respective mutuate prout per duo respective scripta seu billas mercatorias Anglice billes of bottomrie inter respective partes predictas initas et habitas ac pro eorum factis traditas et deliberatas ac ex parte dictorum agentium coram nobis judicialiter exhibitas ac confessionem dicti Conradi coram nobis eciam judicialiter factas manifeste liquet et apparet eciam pronunciamus decernimus et declaramus Dictumque Conradum Schroder pro fideli perimplecione convencionum et viagii marittimi antedicti navem suam et apparatus et ornamenta ejusdem prenominatis Horatio et Bartholomeo ypothecasse et pignorasse Quodque post premissa saltem post mutuatas pecunias predictas et antequam dicta navis ad effectum perimplendi viagium constitutum a rivo Thamesis velificasset aut iter marittimum antedictum inchoasset dictam navem seu maximam aut aliquam partem ejusdem una cum apparatibus ac bonis in eadem oneratis naufragium passam ac submersam fuisse ex quo viagium predictum constitutum minime completum fuit nec compleri potuit pronunciamus decernimus et declaramus Dictam tamen navem vi tempestatis magnopere quassatam et penitus submersam et spoliatam ac quedam apparatus et ornamenta ejusdem ope auxilio et impensis dictorum agentium seu aliorum de eorum mandato (ne penitus perirent) preservatam et recuperatam fuisse Eandemque navem et aliquam partem apparatuum ejusdem e flumine sive rivo Thamesis predicte extractam sive recuperatam fuisse Dictosque agentes in conservando et preservando navem et apparatus predictos ac extrahendo sive recuperando eandem e rivo antedicto summam quadraginta librarum legalis monete Anglie exposuisse pronunciamus decernimus et declaramus Navem igitur ac apparatus et ornamenta

aforesaid parties in respect of the said sum so lent as aforesaid for the aforesaid purpose, that, in case the said ship before she arrived at the parts appointed should suffer shipwreck or be sunk by storm and bad weather, or perish by any other misfortune whatsoever, so that the appointed voyage could not be accomplished, that then, as well the said Horatius, as the said Bartholomew, should bear or sustain the risk of the sums respectively lent by them, and should discharge the said Conrad Schroder from the repayment or making good of the aforesaid sums respectively lent; and that, if the same ship, or any part of her or of her apparel, should be recovered or preserved, that then and in that case the said plaintiffs should have and enjoy rateable portions of the said ship or of the part of her [preserved], and of the apparel so recovered and preserved, according to the rateable amount of the sums by them respectively lent; as clearly appears and is manifest by two writings, or mercantile bills, called in English bills of bottomry, entered in and made between the aforesaid parties respectively, and handed over and delivered as their deeds, and exhibited judicially before Us on behalf of the said plaintiffs, and by the confession of the said Conrad made judicially before Us; And that the said Conrad Schroder hypothecated and pledged his ship and her apparel and furniture to the beforenamed Horatius and Bartholomew for the faithful performance of the agreement and of the sea voyage aforesaid; And We pronounce, decree, and declare, that, after the premises, or at least after the lending of the aforesaid moneys and before the said ship had sailed from the river Thames for the purpose of accomplishing the appointed voyage, or had commenced the maritime journey aforesaid, the said ship or the greater or some part of the same, together with the apparel and goods laden on board her, suffered shipwreck and was sunk, whereby the aforesaid appointed voyage failed to be and could not be performed; And We pronounce, decree, and declare, that the said ship, though greatly shaken by the violence of the storm and wholly sunk and spoiled, and certain parts of her apparel and furniture, were by the aid help and expense of the said plaintiffs or of others by their orders preserved and recovered from utter destruction; And that the same ship and some part of her apparel was raised and recovered from the stream or river Thames aforesaid; And that the said plaintiffs laid out the sum of £40 of lawful English money in preserving and saving the aforesaid ship and apparel, and in raising or recovering the same from the river aforesaid; We therefore pronounce, decree, and declare by this Our diffinitive sentence or this Our final decree, which sentence or decree We

ejusdem predicta alias auctoritate dicte curie Admirallitatis Anglie ad instanciam dictorum agentium pro eorum respective debitis predictis arrestata et sub arresto hujusmodi remanentia auctoritate nostra per homines indifferentes et idoneos ac in hac re expertos juxta verum valorem eorundem apprecianda et estimanda esse ac facta appreciatione et estimacione hujusmodi eandem navem et apparatus ejusdem prenominato Horatio et Bartholomeo in solucionem et satisfactionem respective debitorum suorum (si vero ad hoc sufficiunt) sin minus in quantum ad id extendunt tradenda et deliberanda fore pronunciamus decernimus et declaramus per hanc nostram sentenciam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis

Jo. Amye Jul. Cæsar

BURROUGHE c. BUTLER.

A.D. 1595 File 63, No. 226. Prohibition; suit in Admiralty as to a right of way across the tidal river Wear, in Lancashire; Libel, File 63, No. 235.

Elizabeth . . . egregio viro magistro Julio Cesare[1] legum doctori supreme curie nostre Admirallitatis nostre Anglie locumtenenti judici sive presidenti legitime constituto aliove judici in hac parte competenti cuicunque Salutem Ostensum est nobis in curia nostra coram justiciariis nostris apud Westmonasterium ex quadam querela Henrici Butler de Rawclyff in comitatu Lancastrie armigeri Quod cum in statuto . . . (*reciting* 15 *Ric. II. c.* 3) . . . Quidam tamen Willelmus Burroughe de Larbreck in dicto comitatu Lancastrie generosus statutum predictum minime ponderans sed machinans nos et coronam nostram regiam exheredare et cognicionem placiti que ad curiam nostram pertinet ad aliud examen infra regnum predictum trahere necnon ipsum Henricum contra debitam hujus regni Anglie[2] formam et statuti predicti indebite pergravare opprimere et fatigare quoddam placitum inter prefatum Willelmum et dictum Henricum emergens infra corpus predicti comitatus Lancastrie per terram de pro et concernens quandam suppositam viam quam predictus Willelmus vendicat et pretendit habere et uti a quadam domo ipsius Willelmi communiter vocata Larbreck aliter Larbreck House in Larbreck predicta pro se tenentibus pecoribus et plaustris suis per et trans quendam rivum vocatum Wyer in Larbreck et Outrawclyff in dicto comitatu Lancastrie

[1] Sic. [2] Qy. 'legis' omitted.

pass and promulgate in this writing, that the ship and her apparel and furniture aforesaid heretofore arrested by the authority of the said court of Admiralty of England at the instance of the said plaintiffs for their respective debts aforesaid, and remaining under such arrest, be appraised and assessed at their true value, under Our authority, by indifferent and fit men skilled in that behalf; And that, after such appraisement and assessment is made, that the same ship and her apparel be handed over and delivered to the beforenamed Horatio and Bartholomew, in payment and satisfaction of their respective debts (if they be sufficient for the same), but if they be not sufficient, then so far as their value extends

JOHN AMYE JULIUS CÆSAR

BURROUGHE c. BUTLER.

Elizabeth . . . to the distinguished man, master Julius Cæsar, doctor of laws, lieutenant judge or president, lawfully appointed, of Our supreme court of Our Admiralty of England, or to other the judge, whomsoever he be, competent in this behalf, Greeting: It has been shown to Us in Our court before Our Justices at Westminster upon a certain complaint of Henry Butler of Rawcliffe, in the county of Lancaster, esquire, that whereas in the statute . . . (*reciting* 15 *Ric. II. c.* 3) . . . Nevertheless one William Burroughe, of Larbreck, in the said county of Lancaster, gentleman, not weighing the aforesaid statute, but contriving to disinherit Us and Our royal crown, and to draw the cognition of a plea that belongs to Our court to another tribunal within the realm, and also him, Henry, against due form of [the law of] this realm of England and of the aforesaid statute, unduly to trouble, oppress, and vex, has prosecuted, and still prosecutes, before you in the supreme court of Our Admiralty of England, a certain plea between the aforesaid William and the said Henry arising within the body of the aforesaid county of Lancaster on land, about, for, and concerning, a certain supposed way, which the aforesaid William claims and pretends to have and to use, from a certain house of him, William, commonly called Larbreck, otherwise Larbreck House, in Larbreck, aforesaid, for himself, his tenants, flocks, and wains, through and across a certain river called the Wear in Larbreck and Out Rawcliffe, in the said county of Lancaster, through

per diversa vadia ejusdem rivi ac abinde per et trans terram predicti Henrici Butler in Middle Rawclyff in predicto comitatu Lancastrie usque ad quoddam mossetum in Upper Rawclyff in dicto comitatu Lancastrie et ab eodem mosseto retrorsum per et trans loca predicta inter alia usque ad domum predictam ac eciam de pro et concernens diversos insultus et alias transgressiones per ipsum Henricum et servientes suos in et super diversos servientes et pecora predicti Willelmi ibidem infra corpus predicti comitatus Lancastrie super terram illata et facta supposita coram vobis in suprema curia Admirallitatis nostre Anglie prosecutus fuit et adhuc prosequitur et eundem Henricum inde traxit in placitum in eadem curia ipsumque Henricum per processum a curia illa ad prosecucionem dicti Willelmi habita et impetrata per corpus suum capi et attachiari fecit in nostri contemptum et ipsius Henrici gravamen dampnum et prejudicium manifesta et contra formam statuti predicti Et quia hujusmodi placita ad nos et non ad alium pertinet in eodem regno vobis et cuilibet vestrum prohibemus ne aliquod placitum de via predicta seu de insultibus et transgressionibus predictis aut appendentibus eorundem coram vobis in curia nostra Admirallitatis predicte ulterius teneatis nec quicquid attemptetis quod in nostri seu legis et consuetudinis regni nostri Anglie derogacionem seu contemptum aut predicti Henrici prejudicium cedere valeat quoquomodo et si quid per vos versus prefatum Henricum in hac parte contra formam statuti predicti attemptatum fuerit id sine dilacione revocetis et revocari faciatis periculo incumbente Teste Edwardo Anderson apud Westmonasterium xxiij die Maii anno regni nostri tricesimo septimo

Scott

EYNON c. DUNLEE.

A.D. 1596 File 64, No. 49. Sentence pronouncing for the possession of salvors and purchasers of a Scotch ship and goods in distress on Cardigan Bar, as against the Vice-Admiral. See also *ibid.* No. 54; File 65, Nos. 124, 216, Eynon c. Nicholas, as to the master's power to sell; *ibid.* No. 54, Eynon c. Gwynne, Mayor of Cardigan.

In dei nomine Amen Auditis . . . circumstanciis . . . cause civilis et marittime inter Ludovicum Eynon et Johannem Thomas Bynon partem agentem et querelantem ex una et Edwardum Dunlee armigerum Viceadmirallum in partibus Sowth Wallie partem ream et querelatam partibus ex altera . . . Idcirco Nos Julius Cesar . . . (*all in common form*) . . . pro jure titulo et possessione dictorum Ludovici Eynon et Johannis Thomas Bynon in navi Gallica appara-

divers shallows of the same river, and from thence through and across the aforesaid land of Henry Butler, in Middle Rawcliffe, in the aforesaid county of Lancaster, to a certain moss in Upper Rawcliffe in the said county of Lancaster, and from the same moss back again, through and across the aforesaid places, to the aforesaid house, amongst other places; And also about for and concerning divers assaults and other trespasses supposed to have been made and done by him, Henry, and his servants to and upon divers servants and cattle of the aforesaid William at the same place, on land within the body of the aforesaid county of Lancaster; And has drawn the same Henry into a plea thereon in the same court, and has caused him, Henry, to be taken by his body and attached by process out of the same court had and obtained at the instance of [the said] William in contempt of Us, and to the manifest troubling, damage, and prejudice, of him, Henry, and against the form of the statute aforesaid; And because such plea appertains to Us, and to no one else in the same realm, We prohibit you, and every of you, from further holding before you in Our court of Admiralty aforesaid any plea touching the aforesaid way, or touching the aforesaid assaults and trespasses, or their circumstances, and from attempting anything that may in any way tend to the derogation or contempt of Us, or of the law or custom of Our realm of England, or to the prejudice of the aforesaid Henry; And if anything has been attempted by you against the aforesaid Henry in this behalf, against the form of the statute aforesaid, [We command you] that without delay you revoke the same, and cause the same to be revoked, at your imminent peril. Witness Edward Anderson at Westminster the 23rd day of May in the thirty-seventh year of Our reign

SCOTT

EYNON c. DUNLEE.

In the name of God Amen. Having heard . . . the circumstances of a certain civil and maritime cause between Louis Eynon and John Thomas Bynon, plaintiffs, of the one part, and Edward Dunlee, Esquire, Vice-Admiral in the parts of South Wales, defendant, of the other part, . . . Therefore We, Julius Cæsar, . . . (*all in common form*) pronounce, decree, and declare, for the right, title and possession of the said Louis Eynon and John Thomas Bynon in a

tibus et ornamentis ac bonis rebus et mercibus oneratis in eadem et prope locum marittimum dictum le Barre de Cardigan, periclitatis anno et mensibus in hac parte articulatis ipsorumve mensium uno sive aliquo pronunciamus decernimus et declaramus Ipsosque dominos et proprietarios ac possessores legitimos dicte navis apparatuum et ornamentorum ac bonorum rerum et mercium in eadem oneratorum fuisse et esse eciam pronunciamus decernimus et declaramus per hanc nostram sentenciam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

THO. CROKE JUL. CÆSAR

KINGE c. GOMEZ.

A.D. 1596 File 64, No. 46. First decree, jactitation of title.

In dei nomine Amen Coram . . . (*common form*) . . . pars generosorum virorum Willelmi Kinge de Lymehouse et Johannis Grynt de London' contra et adversus navem quandam vocatam the Fortune ac apparatus et ornamenta ejusdem nuper ad quendam Lodovicum Gomes de Cales spectantem et pertinentem ac contra eundem Lodovicum Gomez in specie ac omnes alios et singulos in genere necnon contra quemcunque alium in specie jus titulum aut interesse in eisdem habentem aut habere pretendentem coram vobis pro eisdem navi ac apparatibus et ornamentis ejusdem in judicio legitime intervenientem . . . (*common form*) . . . proponit Quod dicti Willelmus Kinge et Johannes Grynt per hos duos tres quatuor quinque pluresque menses jam ultimos elapsos fuerunt prout in presenti sunt domini proprietarii sive possessores dicte navis vocate the Fortune ac omnium et singulorum apparatuum et ornamentorum quorumcunque ad eandem navem qualitercunque spectantium et pertinentium proque dominis proprietariis et possessoribus legitimis eorundem fuerunt et sunt communiter dicti tenti nominati habiti et reputati palam publice et notorie Tamen citra premissa eisque non obstantibus prefatus Lodovicus Gomez eandem navem cum apparatibus et ornamentis predictis ad se spectare utcunque pretendit asseruit et jactitavit in dictorum Willelmi Kinge et Johannis Grint maximum prejudicium et damnum Unde dicti querelantes spem aliam ad recuperandam dictam navem non habentes nisi per arrestacionem . . . (*citation of Gomez, non-appearance, prayer for possession in common form*)

THO. TALBOT JUL. CÆSAR

French ship, and her apparel and furniture and the goods things and wares laden in her, which were in distress near a maritime place called the Bar of Cardigan, in the year and months in this behalf articulate, or in one or some of the same months; And also by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in this writing, We pronounce, decree, and declare, that they were and are the lawful owners and proprietors and possessors of the said ship, apparel, and furniture, and of the goods things and wares laden in her.

THOMAS CROKE JULIUS CÆSAR

KINGE c. GOMEZ.

In the name of God Amen . . . (*in common form*) . . . the party of William Kinge, of Limehouse, and John Grynt of London, gentlemen, against a certain ship called the 'Fortune' and the apparel and furniture of the same, lately belonging and appertaining to one Louis Gomez, of Cadiz, and against the same Louis Gomez, in particular, and all and singular other persons in general, and also against every one else whomsoever having or pretending to have right, title or interest in the same and lawfully intervening in court before you for the same ship apparel and furniture, . . . in law propounds: That the said William Kinge and John Grynt, for these two, three, four, five or more months now last past, were as at present they are owners, proprietors, or possessors, of the said ship called the 'Fortune,' and of all and singular the apparel and furniture whatsoever to the same ship in any way appertaining and belonging, and were and are commonly called, deemed, named, held, and reputed, as lawful owners, proprietors and possessors thereof openly, publicly, and notoriously; Nevertheless despite the premises, and notwithstanding the same, the aforesaid Louis Gomez has continually pretended, asserted, and boasted, that the same ship, together with the aforesaid apparel and furniture, belongs to him, to the very great prejudice and damage of the said William Kinge and John Grynt; Wherefore the said plaintiffs, having no other hope of recovering the said ship except by arrest of the same . . . (*prayer for possession in common form*)

THOMAS TALBOT JULIUS CÆSAR

A.D. 1597

REGINA *c.* LAKE.

File 65, No. 221. Sentence condemning a seaman on board a Queen's ship in the Armada fight for purloining a suit of gilt armour from the captured ship of Don Pedro de Valdez. Articles against the same defendant, *ibid.* No. 203.

In dei nomine Amen Auditis . . . (*in common form*) . . . inter illustrissimam in Christo principem et dominam nostram dominam Elizabetham dei gracia Anglie Frauncie et Hibernie reginam fidei defensorem etc. partem agentem sive querelantem ex una et Henricum Lake de Plimouth partem ream sive querelatam partibus ex altera . . . Idcirco nos Julius Cesar . . . (*all in common form*) . . . serenissimam dominam nostram reginam predictam in aliquo mensium in anno domini 1588 concurrentium classem suam regiam ad expugnandum Hispanos ac subditos regis Hispanie debellandum pro defensione sua hujus regni et subditorum suorum ad mare emisisse et ejusdem classis honorandum virum dominum magnum Admirallum Anglie prefectum generalem constituisse Dictamque classem regiam super alto mare aliquo mensium anni predicti cum classe Hispanica tunc cursum suum contra regnum Anglie reginam ejusque subditos dirigentem convenisse et magno conflictu dimicasse ac in dicto congressu et pugna classem Anglicam varias naves ad classem Hispanicam predictam spectantes et pertinentes unam presertim in qua quidem Don Pedro[1] profuit cepisse et in potestatem suam redegisse ac in eadem tempore capture ejusdem seu in alia navi Hispanica armaturam quandam deauratam Anglice a guilt armour fuisse dictamque armaturam deauratam ad prefatum Don Pedro seu ad alium vel alios regis Hispanie subditos spectantem et pertinentem ad manus et possessionem prefati Henrici Lake super alto mare ac infra jurisdictionem Admirallitatis Anglie pervenisse juxta confessionem dicti Henrici Lake pronunciamus decernimus et declaramus Necnon prefatum Henricum Lake dictam armaturam deauratam in navem quandam vocatam the Minion of Plimouth tunc infra jurisdictionem Admirallitatis Anglie notorie existentem imposuisse seu imponi procurasse ac de eadem ad libitum voluntatis sue disposuisse Dictamque armaturam ad summam sive valorem viginti librarum legalis monete Anglie extendisse juxta confessionem dicti Henrici Lake eciam pronunciamus decernimus et

[1] Don Pedro de Valdez. His ship was the 'Capitana,' which, after being disabled by collision with the 'Santa Catalina' and deserted by Sidonia's fleet, was captured by the English. She had on board 'a chest of swords which the Duke was taking over to be presented to the English Catholic peers.' See Mr. Froude's *Spanish Story of the Armada*, p. 42.

REGINA c. LAKE.

In the name of God Amen . . . between the most illustrious prince in Christ and our lady Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith, &c., plaintiff, of the one part, and Henry Lake, of Plymouth, defendant, of the other part . . . Therefore We, Julius Cæsar, . . . (*in common form*) . . . pronounce, decree, and declare, that our most serene lady the queen aforesaid, in one of the months of the year 1588, sent forth to sea her royal fleet to subdue the Spaniards, and to vanquish the subjects of the king of Spain, for the defence of this realm and of her subjects, and of that fleet appointed the honourable the lord high Admiral captain general; And that the said royal fleet upon the high sea, in one of the months of the year aforesaid, engaged the Spanish fleet, as it was then directing its course against the realm of England, the queen, and her subjects, and fought a great battle with it; And that in the said engagement and fight the English fleet captured several ships belonging and appertaining to the aforesaid Spanish fleet, and, in particular, captured and reduced into its own power a ship of which a certain Don Pedro was commander, and that on board the same ship at the time of her capture, or on board another Spanish ship, there was a suit of gilt armour, and that the said suit of gilt armour, belonging and appertaining to the aforesaid Don Pedro, or to another subject or other subjects of the Spanish king, came to the hands and possession of the aforesaid Henry Lake, upon the high sea and within the jurisdiction of the Admiralty of England, according to the admission of the said Henry Lake; And further We pronounce, decree, and declare, that the aforesaid Henry Lake put, or caused the said suit of gilt armour to be put, on board a ship called the 'Minion' of Plymouth, then actually within the jurisdiction of the Admiralty of England, and that he disposed of the same at his own will; And that the said suit of armour amounted in value to the sum or amount of £20 of lawful English money, according to the admission of the said Henry Lake; And that the same suit of gilt armour, so

declaramus Eandemque armaturam deauratam in dicta pugna (ut prefertur) captam ad serenissimam dominam nostram Elizabetham reginam spectasse et pertinuisse ac sic spectare et pertinere debere Dictumque Henricum Lake tempore capture armature predicte fuisse militem gregarium Anglice a common souldyer or a sayler ac tempore libellato pro servicio suo in dicta pugna et conflictu predicto solucionem regiam seu stipendium regium recepisse et habuisse seu sic habere et recipere potuisse Dictumque Henricum Lake ad restituendum dictam armaturam captam et per eundem Henricum subtractam dicte serenissime domine nostre regine compellendum et cogendum fore debere eciam pronunciamus decernimus et declaramus Prefatum igitur Henricum Lake ad restituendum et tradendum in usum serenissime domine nostre regine armaturam predictam si extet alioquin verum ejusdem valorem quem taxamus et estimamus ad summam 20^{li} legalis monete Anglie juxta confessionem dicti Henrici Lake pro armatura predicta per eum ut prefertur capta et subtracta pronunciamus decernimus et declaramus Dictumque Henricum Lake tam in dicta summa 20^{li} pro armatura predicta quam in expensis legitimis ex parte et per partem dicte serenissime domine nostre regine in hac parte factis et fiendis et ad usum domine nostre regine solvendis condemnamus per hanc nostram sentenciam diffinitivam . . . (*in common form*)

THO. CROMPTON JUL. CÆSAR

DE LA FABIA c. SALTONSTALL.

A.D. 1597 File 65, No. 155. Writ of supersedeas from the court of Exchequer to the judge of the Admiralty, directing him to stay proceedings in a suit against a collector of customs, upon the ground that by prerogative crown debts have priority to all other debts.[1] See De la Fabia c. bona Pope, *ibid.* No. 157, De Greeve c. bona Pope, *ibid.* No. 159, Perez c. bona Pope, *ibid.* No. 162, first decrees against goods and debts of Pope in the hands of Saltonstall and Witche. The address of the writ is on a slip attached to the writ.

Venerabili viro Julio Ceasar legum doctori curie principalis Admirallitatis Anglie judici sive locumtenenti necnon advocatis procuratoribus et ceteris ejusdem curie quibuscunque et eorum cuilibet de supersedendo querele etc. pro Ricardo Saltonstall cive et aldermanno Londonie etc.

REMEMORATOR REGINE [2]

[1] Mr. Hubert Hall has referred me to fo. 245 of his forthcoming edition of the Red Book of the Exchequer, Rolls Series, p. 830, De prerogativa regis ad levationem debitorum, where is cited, as of the year 1275, a prohibition to William Attelburghe, commissary of the Archdeacon of Chester, directing him not to hold a plea of Wymundham c. the executors of Simon de Pateshulle, a crown debtor.

[2] Qy. In the original 'RRne.'

captured as aforesaid in the said fight, belonged and appertained to our most serene lady queen Elizabeth, and so [to her] belongs and appertains; And that the said Henry Lake, at the time of the capture of the aforesaid armour, was a common soldier or sailor, and at the time mentioned in the libel was receiving and taking the Queen's pay or wages for his service in the said fight and the aforesaid engagement, or might have taken and received the same; And we also pronounce, decree, and declare, that the aforesaid Henry Lake ought to be compelled and obliged to restore to our most serene lady, the queen, the said suit of armour [so] captured and purloined by the same Henry; Therefore We pronounce, decree, and declare, that the aforesaid Henry Lake [be compelled] to restore and deliver up to the use of our most serene lady, the queen, the aforesaid suit of armour, if it is in existence, or, if not, its true value, which We estimate and assess at the sum of £20 of lawful English money, according to the admission of the said Henry Lake, as representing the aforesaid suit of armour by him taken and purloined as aforesaid; And We condemn the said Henry Lake, as well in the said sum of £20, for the aforesaid armour, as in the lawful costs incurred and to be incurred by and on behalf of our said most serene lady, the Queen, to be paid to the use of our lady, the Queen, &c. (*condemnation in common form*)

THOMAS CROMPTON JULIUS CÆSAR

(This armour was acquired by Sir Francis Drake, whose agent gave Lake a bond to pay for or restore it. Lake sued the agent upon his bond, and Thomas Drake, Sir Francis' brother and executor, thereupon caused this suit to be instituted against Lake. Lake petitioned the Queen, and at her instance Lord Howard caused execution of the sentence against Lake to be stayed. See Admiralty Court, Miscell. Books, 988, No. 107.)

DE LA FABIA c. SALTONSTALL.

To the venerable man, Julius Cæsar, doctor of laws, judge or lieutenant of the principal court of the Admiralty of England, and also to the advocates, proctors, and all others of the said court, whosoever they be, and to every of them, touching the superseding of the complaint, &c., on behalf of Richard Saltonstall, citizen and alderman of London.

THE QUEEN'S REMEMBRANCER [?]

Elizabeth dei gracia Anglie Francie et Hibernie regina fidei defensor etc. Julio Ceaser legum doctori curie principalis Admirallitatis Anglie judici sive locumtenenti Necnon advocatis procuratoribus et ceteris ministris ejusdem curie quibuscunque et vestrum cuilibet Salutem Inter ea que regiam dignitatem exornant illa consuetudo antiqua nostro et predecessorum nostrorum temporibus usitata ita nos prerogat quod a quibuscunque debitoribus nostris sunt debita nostra levanda et de bonis eorum solvenda priusquam eorum creditoribus satisfiat Ac cum jam ex parte Ricardi Saltonstall civitatis Londonie Aldermano collectore parve custume nostre in portu nostro Londonie de rebus eductis graviter conquerendo est monstratum quod ubi Lodovicus Perez Cornelius de la Fabia Anthonius Geere Philippus Stamlia et socii et Jacobus de Greeve mercatores extranei quandam querelam versus prefatum Ricardum Saltonstall Ricardum Witche Nicholaum Pearson et Thomam Fisher civitatis Londonie mercatores coram vobis nuper exhibuerint et affirmaverint vos prefatum Ricardum Saltonstall coram vobis evocastis ac predicte querele respondere compellitis ut accepimus quo minus dicto officio collectoris intendere vel compotum de custuma predicta reddere ac nobis de denariis inde pervenientibus satisfacere valeat ut tenetur in nostri dampnum ac compoti predicti necnon solucionis denariorum inde pervenientium retardacionem manifestam Ac nos volentes dictam prerogativam nostram servari illesam et pre ceteris creditoribus prefati Ricardi Saltonstall et aliis quibuscunque satisfieri ut tenemur vobis mandamus et per presentes firmiter injungendo precipimus quod predicte querele omnino supersedeatis quodque nihil versus prefatum Ricardum Saltonstall quocunque nomine censeatur pretextu querele predicte attemptetis vel fieri causetis quod in nostri prejudicium ac prerogative nostre predicte derogacionem cedere valeat periculo incumbente Et quid in premissis feceritis Baronibus de Scaccario nostro apud Westmonasterium in octavis Sancti Michaelis proximo futuris distincte et aperte certificetis et habeatis ibi tunc hoc breve Teste Willelmo Periam milite apud Westmonasterium xv^to^ die Junii anno

Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith, &c., to Julius Cæsar, doctor of laws, judge or lieutenant of the principal court of the Admiralty of England, and also to the advocates, proctors, and other the officers of the same court, whomsoever, and to every of you, Greeting: Amongst those things that adorn the royal dignity, the ancient custom is observed in Our own time and in the times of Our predecessors, that gives to Us the prerogative right that debts due to Us be levied of Our debtors and paid out of their goods before satisfaction be made to their [other] creditors; And whereas now upon grievous complaint made on behalf of Richard Saltonstall, citizen and alderman of London, collector in Our port of London of Our small customs of things exported, it has been shown [to Us] that whereas Louis Perez, Cornelius de la Fabia, Anthony Geere, Philip Stamlia and his partners, and Jacobus de Greeve, merchant strangers, lately exhibited and affirmed a certain plaint against the aforesaid Richard Saltonstall, Richard Witche, Nicholas Pearson, and Thomas Fisher, merchants of the city of London, you summoned the aforesaid Richard Saltonstall before you, and, as We hear, are compelling him to answer the aforesaid plaint, whereby he is hindered from attending to his said office of collector, or from rendering an account of the aforesaid customs, and from making satisfaction to Us for the moneys accruing therefrom, as he is bound to do, to the injury of Us, and to the prejudice of the aforesaid account, and also to the manifest delaying of the payment of the moneys therefrom accruing; And We, being minded that Our prerogative aforesaid should be preserved uninjured, and that satisfaction should be made [to Us] in priority to the rest of the creditors of the aforesaid Richard Saltonstall, and in priority to all others whomsoever, as We are bound to do, command you, and by these presents straitly enjoining you, order that you altogether stay the aforesaid plaint, and that you attempt nothing against the aforesaid Richard Saltonstall, by whatsoever name he be called, by reason of the aforesaid plaint, and that you cause nothing to be done that may tend to Our prejudice and to the infringement of Our aforesaid prerogative, [and this] at your peril; And that, at the octave of Saint Michael next ensuing, you do clearly and openly certify to the barons of Our Exchequer at Westminster what you have done in the premises; And that you have there this writ; Witness, William Periam, knight, at Westminster, on the 15th day of June in the 39th year of our reign.

regni nostri xxxix° per rubeum librum de Scaccario in custodia rememoratoris regine ibidem existentem ac per cancellarium et barones

FANSHAWE

MILLER c. BONFIELD.

A.D. 1597 File 65, No. 130. Prohibition. Suit in Admiralty upon a charter-party made in Dorsetshire ; first decree *ibid.* No. 103.

Elizabeth dei gracia Anglie Francie et Hibernie regina fidei defensor etc. Carolo Comiti Nottingamie Baroni de Effingham preclari ordinis garterii militi domino magno Admirallo Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et marchiarum ejusdem Normandie Gasconie et Aquitanie classisque et marium dictorum regnorum Anglie et Hibernie prefecto generali sive suis deputatis Salutem Ostensum est nobis in curia nostra coram justiciariis nostris apud Westmonasterium ex gravi querela Roberti Bonfield quod cum in statuto . . . (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3) . . . Quidam tamen Ricardus Miller et Johannes Beriman statuta predicta minime ponderantes et machinantes prefatum Robertum contra debitam legis regni nostri Anglie formam et contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare necnon cognicionem placiti que ad nos et coronam nostram regiam pertinet ad aliud examen in curia Admirallitatis triari et determinari causare quoddam placitum versus predictum Robertum in curia Admirallitatis coram vobis pretextu cujusdam supposititi contractus super alto mare fieri supposititi concernentis conduccionem cujusdam navis vocate the Seaberry of Poole existentis navis predictorum Ricardi Miller et Johannis Beriman per predictum Robertum Bonfield pro quodam itinere navali faciendo ubi revera contractus qui inde factus fuisset factus fuit apud Corfe in Insula de Purbeck in comitatu Dorsettie et non super alto mare prosequuti fuerunt et adhuc prosequntur ac ipsum Robertum capi et arrestari causaverunt ad comparendum coram vobis prefato Admirallo de et in premissis responsurum in nostri contemptum et ipsius Roberti dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum legum actuum et statutorum predictorum Unde nobis supplicavit idem Robertus sibi de remedio congruo in hac parte provideri Et nos jura corone nostre regie prout vinculo juramenti astringimur manutenere volentes ac contra eadem nolentes ligeos nostros supposicionibus violare[1] illicitis vobis prohibemus et precipimus quod placitum predictum premissa aliqualiter

[1] Sic: qy. 'violari.'

By the Red Book of the Exchequer remaining in the custody of the Remembrancer of the Queen at the same place, and by the Chancellor and Barons

FANSHAWE

MILLER c. BONFIELD.

Elizabeth, by the grace of God Queen of England, France, and Ireland, defender of the faith, &c., to Charles Earl of Nottingham, Baron of Effingham, Knight of the most illustrious order of the Garter, lord high Admiral of England, Ireland, and Wales, of the dominions and islands of the same, of the town of Calais and the marches of the same, of Normandy, Gascony, and Aquitaine, and captain general of the fleet and seas of the said realms of England and Ireland, or to his deputies, Greeting. It has been shown to Us in Our court before Our justices at Westminster upon the grievous complaint of Robert Bonfield that whereas in the statute (*reciting* 13 *Ric. II. c.* 5 *and* 15 *Ric. II. c.* 3) . . . Nevertheless one Richard Miller and one John Beriman, by no means regarding the aforesaid statutes, and contriving unduly to trouble, oppress, and vex the aforesaid Robert, against the form and effect of the aforesaid statutes, and contriving also to cause the cognition of a plea that appertains to Us and to Our royal crown to be tried and determined before another tribunal, have prosecuted and still prosecute before you in the court of Admiralty a certain plea against the aforesaid Robert touching a certain supposed contract supposed to have been made upon the high sea concerning the hiring of a certain ship, called the 'Seaberry' of Poole, being the ship of the aforesaid Richard Miller and John Beriman, by the aforesaid Robert Bonfield, for a certain voyage to be made; Whereas, in truth, the contract that had been made thereon was made at Corfe, in the island of Purbeck, in the county of Dorset, and not upon the high sea; And have caused him, Robert, to be taken and arrested, so as to appear before you, the aforesaid Admiral, to make answer about and in the premises, in contempt of Us and to the manifest injury, prejudice, and impoverishment, of him, Robert, and against the form and effect of the aforesaid laws, acts, and statutes; Wherefore the same Robert has made supplication to Us that a suitable remedy may be provided him in this behalf; And We, being minded to maintain, as by the bond of Our oath We are bound to do, the rights of Our royal crown, and being unwilling that Our lieges should against the same be injured by false suggestions,

tangens coram vobis ulterius non teneatis nec aliquem processum vel rem predictam accionem vel causam concernentem faciatis nec quicquid inde attemptetis seu attemptari permittatis aut procurétis quod in nostri contemptum aut ipsius Roberti dampnum prejudicium et gravamen quoquomodo cedere valeat sub violatoris legis nostre penam periculo incurrendi sentenciam Teste Edwardo Anderson apud Westmonasterium xxvj^to^ die Octobris anno regni nostri tricesimo nono

PASKYN SCOTT

RITZO c. PIGNEA.

A.D. 1597 File 65, No. 98. Sentence condemning the defendant for negligent carriage of Venice glass. Libel, File 64, No. 29.

. . . Idcirco Nos Julius Cesar . . . quendam Georgium Heldever mercatorem . . . (*all in common form*) . . . anno domini 1595 ultimo elapso fuisse actorem factorem et negotiorum gestorem prefati Francisci Ritzo in partibus Veneciarum Necnon prefatum Dominicum Pignea fuisse dominum proprietarium et possessorem legitimum navis predicte vocate the Pignea de Venice ac omnium et singulorum apparatuum et ornamentorum quorumcunque ad eandem qualitercunque spectantium et pertinentium ac quendam Simonem Greghoa alias Simonem Greco fuisse magistrum dicte navis proque talibus et ut tales fuisse et esse communiter dictos tentos habitos nominatos et reputatos palam publice et notorie pronunciamus decernimus et declaramus Prefatumque Georgium Heldever anno et mensibus predictis aut eorum mensium uno sive aliquo in partibus Veneciarum seu aliis partibus transmarinis existentem viginti unam cistas vitrorum Veneciarum Anglice xxj chestes of fine drinkinge Venice glasses nomine et ad usum et compotum prefati Francisci Ritzo tanquam bona propria dicti Francisci Ritzo ad hoc regnum Anglie transportandas emisse et comparasse et pro transportacione vitrorum predictorum in navi predicta a partibus transmarinis predictis ad hoc regnum Anglie et ad portum Londonie cum prefato Dominico Pignea domino et proprietario dicte navis vocate the Pignea de Venice seu ejus deputato egisse convenisse conclusisse transegisse et pactum fecisse Eundemque Georgium Heldever seu alium de ejus mandato voluntate et consensu ad usum et compotum prefati Francisci Ritzo dictas viginti unam cistas vitrorum salvas et bene conditionatas in navem predictam vocatam the Pignea de Venice ad usum et compotum prefati Francisci Ritzo ad portum Londonie predictum transportandas de consensu voluntate et noticia ejusdem Dominici pro

prohibit and order that you no further entertain the aforesaid plea before you, and that you take no proceeding and do no thing concerning the aforesaid action or cause, and that you attempt not, nor permit nor procure to be attempted, any thing therein that may in any way tend to contempt of Us or to the injury, prejudice, and oppression of him, Robert, under peril of incurring the sentence that is the penalty of violators of Our laws. Witness, Edward Anderson, at Westminster, on the 26th day of October in the thirty-ninth year of our reign

PASKYN SCOTT

RITZO c. PIGNEA.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that one George Heldever, merchant, . . . in the year of the Lord 1595 last past, was the agent, factor, and man of business at Venice, of the aforesaid Franciscus Ritzo; And also that Dominic Pignea was the lawful owner, proprietor, and possessor, of the aforesaid ship called the 'Pignea' of Venice, and of all and singular the apparel and furniture to her in any way belonging and appertaining; And that one Simon Greghoa, otherwise Simon Greco, was master of the said ship; And that they [Pignea and Greghoa] were and are openly, publicly, and notoriously, called, held, nominated, and reputed, as such [owner and master]; And that the aforesaid George Heldever, in the year and months aforesaid, or in some or one of the same months, being in the parts of Venice or other parts beyond sea, bought and acquired twenty-one chests of fine Venice drinking glasses to be carried for the use and account of the aforesaid Franciscus Ritzo, and as the proper goods of the said Franciscus Ritzo, to this realm of England, and that he dealt, agreed, arranged, and contracted, with the aforesaid Dominic Pignea, owner and proprietor of the said ship the 'Pignea' of Venice, for the carriage of the aforesaid glasses in the aforesaid ship from the aforesaid parts beyond sea to this realm of England, to the port of London; And We pronounce, decree, and declare, that the same George Heldever, or another by his order and with his will and consent, loaded and put on board the aforesaid ship called the 'Pignea' of Venice, for the use and account of the aforesaid Franciscus Ritzo, the said twenty-one chests of glasses, safe and well conditioned, to be carried, with the will consent and knowledge of the same

naulo 90li proinde solvendo onerasse et imposuisse Dictumque Dominicum Pignea seu alium de ejus mandato voluntate consensu ac eciam patiencia et ratihabicione easdem cistas vitreas idque ad usum prefati Francisci in navem predictam recepisse et habuisse ac onus transportandi easdem cistas a partibus predictis ad portum Londonie et easdem salvo et bene condicionatas prefato Francisco Ritzo tradendas in se assumpsisse pronunciamus decernimus et declaramus Premissis tamen non obstantibus dictum Dominicum Pignea dictas viginti unam cistas vitrorum predictorum aut saltem vitra in eisdem existentia ad dictum portum Londonie bene condicionatas juxta pactum et convencionem predicta minime adduxisse aut transportasse sed ducenties duodecem vitra vitrorum predictorum Anglice 200 dozen of the said glasses culpa ac negligencia ejusdem Dominici vel saltem magistri et gubernatoris sui navis predicte vel forsan aliorum nautarum seu marinariorum dicte navis per eundem Dominicum constitutorum et conductorum fracta et non bene conditionata fuisse et esse . . . (*condemnation of Pignea in £75, being the value of the glasses at 7s. 6d. per dozen, and in costs*)

THO: CROKE JUL. CÆSAR

SIMONDSON c. MANELLI.

A.D. 1597 File 65, No. 52. Sentence against the owner of the 'Golden Noble' for repairs, declaring the ship hypothecated for the same; libel, *ibid.* No. 113.

In dei nomine Amen . . . inter Nicholaum Simondson de Limehouse in comitatu Middlesexie fabrum lignarium partem agentem sive querelantem ex una et Thomam Manelli civitatis Londonie mercatoris partem ream sive querelatam partibus ex altera . . . Idcirco Nos Julius Cesar . . . (*all in common form*) . . . navem predictam vocatam the Golden Noble alias the Elizabeth anno et mensibus libellatis aut eorum mensium uno sive aliquo constructam et edificatam vel saltem reparatam aut emendatam fuisse saltem tot et tantas ruinas et decasus passam fuisse presertim in constructuris et fabricacionibus ligneis quod dominus et proprietarius seu magister ejusdem eandem navem in mare emittere seu viagia marittima cum eadem facere sine nova constructura et reparatione ejusdem non potuit ac quendam Willelmum Tuckey anno et mensibus libellatis aut eorum mensium uno sive aliquo fuisse bursarium navis predicte seu saltem officiarium in dicta nave vulgo appellatum a boteswaine proque tali communiter dictum tentum habitum nominatum et reputatum palam publice et notorie pronunciamus decernimus et declaramus Necnon prefatum

Dominic, for the freight of £90, to be paid for the same; And that the said Dominic Pignea, or another by his order and with his will and consent, and also with his assent and ratification, received and had on board the same ship the same chests of glasses for the use of the aforesaid Franciscus, and undertook the task of carrying the same from the parts aforesaid to the port of London, and of delivering the same safe and well conditioned to the aforesaid Franciscus Pignea; Nevertheless, We pronounce, decree, and declare, that, notwithstanding the premises, the said Dominic Pignea failed to bring and carry the said twenty-one chests of glasses aforesaid, or at least the glasses therein, to the said port of London, well conditioned according to his contract and agreement, and that 200 dozen of the said glasses were by the fault and negligence of the same Dominic or at least [by the fault and negligence] of his master and pilot of the said ship or, may be, [by the fault and negligence] of other the seamen and mariners of the said ship appointed and hired by the same Dominic, broken and made of bad condition . . . (*condemnation of Pignea in £75, being the value of the glasses at 7s. 6d. per dozen*)

THOMAS CROKE JULIUS CÆSAR

SIMONDSON c. MANELLI.

In the name of God Amen . . . between Nicholas Symondson, of Limehouse, in the county of Middlesex, shipwright, plaintiff or complainant, of the one part, and Thomas Manelli, of the city of London, merchant, defendant, of the other part . . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the aforesaid ship, called the 'Golden Noble,' otherwise the 'Elizabeth,' in the year and months libellate, or in some or one of them, was constructed and built, or at least was repaired and mended, [or] at least had suffered so many and so great damages and decay, particularly in her woodwork and structure, that her owner and proprietor, or her master, could not send her to sea, or make a sea voyage in her, without reconstructing and repairing her; And that one William Tuckey, in the year and months libellate, or in some or one of the same months, was purser of the aforesaid ship, or, at least, was the officer of the said ship commonly called her boatswain, and for and as such was commonly deemed, held, named, and reputed, openly, publicly, and notoriously; And We also pronounce, decree,

Nicholaum Simondson ad usum navis predicte et pro necessaria structura et reparacione ejusdem omnes et singulas respective ligni particulas vel totum et omne lignum in quadam papiri schedula coram nobis in hujusmodi causa exhibita ac penes Registrarium supreme curie Admirallitatis Anglie predicte remanente (ad quam nos referrimus et pro hic lecta et inserta habemus et haberi volumus) in navem predictam infra fluxum et refluxum maris ac jurisdiccionem magni Admiralli Anglie existentem tradidisse et deliberasse seu saltem Willelmum Tuckey bursarium navis predicte totum et omne lignum in dicta schedula specificatum ad usum dicte navis ab eodem Nicholao Simondson de et cum consilio consensu et assensu domini proprietarii seu magistri dicte navis et pro necessaria reparacione et structura dicte navis recepisse et habuisse dictamque navem cum ligno hujusmodi infra jurisdiccionem Admirallitatis predicte constructam reparatam et emendatam fuisse ac omnes et singulas respective ligni particulas seu saltem totum et omne lignum hujusmodi predictum in navem predictam traditum et impositum et ad usum ejusdem navis (ut prefertur) applicatum ad summam sive valorem quindecem librarum sexdecem solidorum et sex denariorum legalis monete Anglie notorie se extendisse et extendere juxta probaciones legitimas coram nobis in hujusmodi causa habitas et factas pronunciamus decernimus et declaramus Necnon eciam prefatum Thomam Manelli pro jure et interesse suo in hac parte intervenisse ac allegasse navem predictam tempore interpositi arresti ad eum spectasse et pertinuisse ac eciam ex parte ejusdem Thome Manelli fidejussum fuisse et esse de respondendo accioni per dictum Nicholaum Simondson in hac parte mote deque judicio sisti ac judicato cum expensis solvendo casu quo constiterit navem predictam quoquo modo obnoxiam obstrictam aut ypothecatam fuisse aut esse eidem Nicholao racione premissorum pronunciamus decernimus et declaramus Dictam igitur navem racione premissorum pro solucione summe predicte de jure obstrictam et ypothecatam esse et de jure obstringi et ypothecari debere eciam pronunciamus decernimus et adjudicamus Prefatumque Thomam Manelli tam in dicta summa . . . (*condemnation in common form*)

Rich. Hudson Jul. Cæsar

PYRMOUNT c. BUCKNAM.

A.D. 1597 De Banco Roll, Mich. 39 & 40 Elizabeth, rot. 3158; Prohibition (cited in Coke's Fourth Inst. tit. Admiralty), upon the ground that pleas of writings

and declare, that the aforesaid Nicholas Simondson, for the use of the aforesaid ship and for the necessary work and repairs done to the same, supplied and delivered on board the said ship, then being within the ebb and flow of the sea, and within the jurisdiction of the high Admiral of England, all and singular the respective parcels of timber [or, at least,] all and the whole of the timber [specified] in a certain paper schedule exhibited before Us in this cause, and [now] remaining with the Registrar of the high court of the Admiralty of England aforesaid, (to which schedule We refer and deem and order [the same] to be deemed as here read and inserted), or at least that William Tuckey, the purser of the aforesaid ship, of and with the counsel, consent, and assent, of the owner, proprietor, or master of the said ship, for the use of the said ship, and for the necessary repairing and construction of the same, received and had from the same Nicholas Simondson all and the whole of the timber specified in the said schedule; And that the said ship was within the jurisdiction of the Admiralty aforesaid rebuilt, repaired, and amended with such timber; And that all and singular the parcels of timber respectively, or, at least, all and the whole of such timber as aforesaid delivered and put on board the aforesaid ship and applied to her use as aforesaid, notoriously extended and extends to the amount or sum of £15 16*s.* 6*d.* of lawful English money, according to lawful proofs had and made before Us in this cause; And We also pronounce, decree, and declare, that the aforesaid Thomas Manelli has intervened for his right and interest in this behalf, and that he alleged that the aforesaid ship belonged and appertained to him at the time of the arrest put upon her; And also that bail was and is given on behalf of him, Thomas Manelli, to answer the action instituted in this behalf by the said Nicholas Simondson, and to stand to judgment, and to pay what should be adjudged [against him], together with costs, in the event of its appearing that the aforesaid ship was or is in any manner liable, bound, or hypothecated, to the same Nicholas by reason of the premises; And therefore We also pronounce decree and adjudge that the said ship by reason of the premises ought of right to be bound and hypothecated for the payment of the aforesaid sum . . . (*condemnation of Manelli, in common form*)

Richard Hudson Julius Cæsar

and securities for debts belong to the Common Law Courts, and not to the Admiralty. The prohibition is not amongst the Admiralty records.

Memorandum Quod duodecimo die Novembris isto eodem termino coram Justiciariis dominæ reginæ de Banco venit quidam Willelmus Bucknam per Henricum Evans attornatum suum et dat curie hic intelligi quod cum omnia et singula placita de quibuscunque debitis et contractibus ac securitates proinde factas et earum validitates tangentia vel concernentia necnon eorum placitorum cogniciones ad dominam Reginam nunc coronam et dignitatem suas specialiter pertineant ac per leges hujus regni Anglie et non per jura Admirallitatis nec per Admirallum sive ejus locumtenentem triari terminari et discuti debeant et consueverunt Cumque eciam idem Willelmus per quoddam scriptum suum sigillo suo sigillatum et ut factum suum traditum et deliberatum indebitatus existit cuidam Rolando Pyrmount in centum septuaginta et sex coronis aureis Gallicis sole impressatis Anglice Frenche crownes of the Sonne quinquaginta et quatuor lez soulz de moneta Gallicà in toto attingentibus ad summam quinquaginta trium librarum unius solidi et quatuor denariorum legalis monete Anglie solvendis eidem Rolando ad utilitatem suam prout per idem scriptum plenius apparet (. . . *Recital that Pyrmount had sued Bucknam upon the bond in Admiralty, and that the judge had refused to admit Bucknam's plea to the jurisdiction; praying for prohibition; et ei conceditur*)

OFFICIUM DOMINI c. THE 'FLYING DRAGON.'

A.D. 1598 File 66, No. 74. Sentence condemning the 'Flying Dragon' as forfeited to the Admiral for piracy; *ibid.* No. 25 (2) defence, that her owners were not privy to the spoil.

In dei nomine Amen Auditis . . . meritis et circumstanciis cujusdam officii negocii quod coram nobis in judicio inter Johannem Theker notarium publicum officium nostrum in hac parte necessarium promotorem ex una et quemdam Willelmum Walton civitatis Bristollii mercatorem partem contra quam hujusmodi officium promovetur partibus ex altera . . . aliquamdiu vertebatur et adhuc vertitur . . . Idcirco nos Julius Cæsar . . . (*in common form*) . . . prefatum Willelmum Walton civitatis Bristollii mercatorem asserentem se dominum et proprietarium navis vocate the Flyinge Dragon portus Bristollii predicti ac apparatuum et ornamentorum et tormentorum ejusdem annis et mensibus in hac parte allegatis eorumve annorum et mensium uno sive aliquo prout dominum et proprietarium ejusdem

PYRMOUNT c. BUCKNAM.

Be it remembered, that on the 12th day of November in the same term [Michaelmas], came before the Justices of the Bench of our Lady the Queen, one William Bucknam, by Henry Evans, his attorney; and gave the court here to understand that, whereas all and singular pleas concerning all debts and contracts whatsoever, and touching and concerning the securities made thereon and their validity, and also the cognition of those pleas, specially appertains unto our Lady the Queen, that now is, and to her crown and dignity, and ought, and have been accustomed, to be tried, determined, and discussed, by the laws of this realm of England, and not by the laws of the Admiralty, nor by the Admiral or his lieutenant; And whereas also the same William is indebted by a certain writing of his, sealed with his seal and handed and delivered as his deed, to one Roland Pyrmount, in 176 gold crowns of France, stamped with a sun, called in English, French crowns of the Sun, and 54 sous of French money, amounting in all to the sum of £53 1*s.* 4*d.* of lawful English money, to be paid to the same Roland for his use, as by the same writing more fully appears . . . (*Recital that Pyrmount had sued Bucknam upon the bond in Admiralty, and that the judge had refused to admit Bucknam's plea to the jurisdiction. Prayer for prohibition in common form. Note that the prohibition was granted*)

OFFICIUM DOMINI c. THE 'FLYING DRAGON.'

In the name of God Amen . . . Having heard the merits and circumstances of a certain business of [Our] Office, that has been for some time past and now is pending in judgment before Us, between John Theker, notary public, the necessary promoter of Our Office in this behalf, of the one part, and one William Walton, of the city of Bristol, merchant, against whom this Our Office is promoted, of the other part . . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the aforesaid William Walton, of the city of Bristol, merchant, who alleges himself to be owner and proprietor of the ship called the 'Flying Dragon,' of the port of Bristol aforesaid, and of her apparel and furniture, in the years and months in this behalf alleged, or in some or one of the same years and months, as owner and proprietor thereof, sent

navem predictam ad aliorum bona capienda in usum dicti Willelmi Walton ac capitanei et cibariorum ac nautarum navis predicte ad mare emisisse annisque et mensibus predictis eorumve uno sive aliquo Gasparum Norris capitaneum ac nautas ejusdem ac eorum complices in navi predicta the Flyinge Dragon existentes et cum eadem duas naves cum bonis et mercibus ad confederatos et amicos regie majestatis et hujus regni Anglie respective oneratas unam navem regni Scotie ac alteram vocatam the Unicorne of Danske vi aggressi sunt et invaserunt ac magistros navium predictarum de mercibus et bonis predictis in eisdem respective oneratis piratice et felonie[1] vi et armis cepisse et spoliasse bonaque quamplurima in eisdem respective navibus existentia ad valorem mille librarum legalis monete Anglie extendentia in eorum usum felonie et piratice convertisse et applicuisse Dictumque Gasparum Norris et alios ejusdem navis nautas criminis predicti reos fuisse convictos et adjudicatos pronunciamus decernimus et declaramus Quocirca dictam navem vocatam the Flyinge Dragon et apparatus et accessiones ejusdem fuisse et esse de jure forisfactam et confiscatam et ad dictum dominum magnum Admirallum Anglie notorie et respective spectasse et pertinuisse et sic spectare et pertinere debere eciam pronunciamus decernimus et declaramus Prefatumque Willelmum Walton in expensis . . . (*condemnation in common form*)

THO. CROMPTON JUL. CÆSAR

ROSSOW c. SIR FERDINAND GORGES.

A.D. 1598 File 66, No. 71. Sentence for restitution of a ship bought by Gorges from the High Admiral. The ship had been taken possession of at sea by salvors as a derelict; her master and crew, thinking that the salvors' ship was a Moorish corsair, had left her in order to get assistance from the shore; when they returned with help she had been carried off by the salvors and could not be found. See *ibid.* (libel) No. 124. See also Add. MSS. Br. Mus. 15,208, fo. 462, a letter from the Admiral (Nottingham) to Cæsar saying that he had sold this ship to Gorges for £500, but had not warranted title.

. . . Idcirco nos Julius Cesar . . . (*common form*) . . . prefatos Johannem Rossow Henricum Van Reeden Joachinum Rieke Johannem Tidman Johannem Wollison et Gasparum Deemer libellatos anno et mensibus in hac parte libellatis dominos et proprietarios et legitimos possessores navis libellate appellate the White Horse de Dansick ejusque apparatuum ornamentorum et accessionum omnium et singulorum ac incolas et inhabitantes dicti oppidi de Dansick fuisse et esse proque talibus communiter reputatos Dictumque oppidum

[1] Sic.

forth to sea the aforesaid ship to capture other men's goods, for the use of the said William Walton and of the captain and victuallers and seamen of the aforesaid ship; And We pronounce, decree, and declare, that in the years and months aforesaid, or in some or one of them, Gaspar Norris, the captain, and the seamen of the same ship, and their accomplices, being in the aforesaid ship, the 'Flying Dragon,' forcibly attacked and invaded two ships laden respectively with goods and merchandise [belonging] to confederates and friends of the Queen's majesty and of this realm of England, [to wit] a ship of the realm of Scotland, and another ship called the 'Unicorn' of Dantsic, and piratically, and feloniously, with force and arms, took from and spoiled the masters of the aforesaid ships of the goods and merchandise aforesaid, and feloniously and piratically converted and applied to their own use very many of the goods laden on board the same ships respectively, to the value of £1000 of lawful English money; And that the said Gaspar Norris, and the other seamen of the same ship, were convicted and found guilty of the aforesaid crime; Wherefore We also pronounce, decree, and declare, that the said ship called the 'Flying Dragon,' and her apparel and furniture, were and are of right forfeited and confiscated, and that they notoriously and respectively belonged and appertained, and so ought to belong and appertain to the said lord high Admiral of England; And We condemn the aforesaid William Walton in costs . . .

THOMAS CROMPTON JULIUS CÆSAR

ROSSOW c. SIR FERDINAND GORGES.

. . . Therefore We, Julius Cæsar . . . pronounce, decree, and declare, that the aforesaid John Rossow, Henry Van Reeden, Joachim Rieke, John Tidman, John Wollison, and Gaspar Deemer, in the libel mentioned, were in the year and months libellate owners and proprietors and lawful possessors of the ship libellate called the 'White Horse' of Dantsic, and of all and singular her apparel furniture and accessories, and that they were and are dwellers in and inhabitants of the said town of Dantsic; And that the said town of Dantsic, and its

de Dansicke et inhabitantes fuisse et esse in federe et amicicia cum serenissima domina nostra Regina ejusque subditis firmiter conjunctos proque talibus communiter reputatos Dictamque navem the White Horse annis et mensibus libellatis nonnullis bonis mercibus et mercimoniis a dicto portu de Dansick ad portum de Genua in partibus Italie in dicta navi transportanda infra dictum portum de Dansick oneratam fuisse et ad mare sub regimine et prefectura dicti Gaspari Deemer emissam fuisse Dictumque Gasparum Deemer ejusdem navis the White Horse pro viagio instituto predicto fuisse magistrum sive navarchum constitutum proque tali communiter reputatum Dictumque Gasparum Deemer anno et mensibus predictis cum eadem navi the White Horse et oneracione sua predicta a dicto portu de Dansick decessisse et cursum suum marittimum portum exoneracionis sue versus aliquamdiu vela fecisse Dictamque navem the White Horse super alto mari in cursu suo marittimo (ut prefertur) existentem bis per piratas Gallicos et semel per Anglos a quibusdam suis velis et aliis ad res nauticas necessariis spoliatam et postea dimissam fuisse Prefatumque Gasparum Deemer racione premissorum sive comparacione velorum aliarumque rerum a quibus dicta navis ut prefertur spoliata fuit viagium institutum predictum perimplere haud potuisse eamque ob causam portum de St Lucar in partibus Hispanie ad dicta necessaria emenda adire in animo habuisse ac dictum portum versus cursum suum instituisse Dictumque Gasparum Deemer cum navi predicta the White Horse caput Sancte Marie prope accedentem navem quandam et naviculam velis remisque iter suum facientes (quarum magistros et nautas prefatus Deemer et socii Mauros seu Turcos fuisse existimabant) iter suum marittimum dictam navem the White Horse versus instituentes conspexisse ac timentem se nautasque suos in dicta navi the White Horse existentes nullam cum eadem navi racione premissorum evasionis spem habentes per dictos homines in navi et navicula predicta existentes quos Mauros seu Turcos esse ut prefertur existimabat capiendos fore et in servitutem perpetuam mittendos a dicta navi the White Horse decessisse et in cimba seu schapha sua ad portum dẽ Tavila [1] auxilium petituros fugisse et applicuisse canemque in dicta navi reliquisse Dictumque Gasparum Deemer infra dictum portum de Tavila in continente post fugam et discessum suum predictum e navi predicta naviculam quandam et auxilium triginta virorum armatorum ad dictam navem suam the White Horse denuo inveniendam et recuperandam petiisse

[1] Sic.

inhabitants, were and are firmly jointed in league and amity with Our most serene lady, the queen, and with her subjects, and as such are commonly reputed; And that the said ship, the 'White Horse,' in the year and months libellate, was laden in the said port of Dantsic with some goods, wares, and merchandise, to be carried in the said ship from the said port of Dantsic to the port of Genoa, in the parts of Italy, and was sent to sea, under the command and captaincy of the said Gaspar Deemer; And that the said Gaspar Deemer was appointed master or captain of the said ship, the 'White Horse,' for the aforesaid voyage [so] begun, and as such was commonly reputed; And that the said Gaspar Deemer, in the year and months aforesaid, departed with the same ship, the 'White Horse,' and her aforesaid lading, from the said port of Dantsic, and for some time sailed his course upon the sea towards his port of discharge; And that the said ship, the 'White Horse,' being upon the high sea on her voyage at sea as aforesaid, was twice spoiled by French pirates, and once by English pirates, of certain sails and other things necessary for navigation, and was afterwards set free; And that the aforesaid Gaspar Deemer, by reason of the premises, or [through the necessity] of procuring sails and other things of which the said ship was spoiled as aforesaid, was not able to perform the aforesaid appointed voyage, and on that account had the intention of going to the port of San Lucar, in the parts of Spain, in order to purchase the said necessaries, and directed his course towards the said port; And that the said Gaspar Deemer, with the aforesaid ship, the 'White Horse,' when approaching the headland of S. Maria, saw a certain ship and a boat (the masters and crews of which the aforesaid Deemer and his companions thought were Moors or Turks), making their way with sails and oars, and shaping their course towards the said ship, the 'White Horse,' and fearing that he and his sailors in the said ship the 'White Horse,' having by reason of the premises no hope of escaping with the same ship, would be captured by the said men in the aforesaid ship and boat, who he thought, as aforesaid, were Moors or Turks, and fearing that they would be sent into perpetual slavery, departed from the said ship, the 'White Horse,' and fled in their boat or skiff, and landed at the port of Tavira to seek for assistance, and left a dog on board the said ship; And that the said Gaspar Deemer, in the said port of Tavira, on the main land, after his aforesaid flight and departure from the aforesaid ship, prayed for and obtained the aid of thirty armed men, to find and recover the said ship, the 'White Horse,' and with these men, after his aforesaid flight and departure,

et impetrasse et cum eisdem post fugam et discessum suum predictum ad vel prope locum ubi dictam navem suam the White Horse prius reliquerat revertisse navemque suam predictam per duos integros dies quesivisse juxta probaciones legitimas alias coram nobis in hac parte judicialiter habitas et factas pronunciamus decernimus et declaramus Dictamque navem (quam ipse Deemer et socii navem Turcicam esse existimabant) navem fuisse Anglicanam et Grimsbie libellatum ejusdem navis Anglicane capitaneum sive magistrum fuisse Dictamque naviculam velis remisque iter suum (ut prefertur) facientem caravellam fuisse quandam per dictum Grimsby antea captam dictumque Grimsbie et socios in navi Anglicana et in caravella predicta existentes seu eorum aliquos infra 9, 8, 7, 6, 5, seu quatuor horas post discessum et fugam predictam dicti Gaspari Deemer et sociorum a dicta navi the White Horse eandem navem the White Horse ingressos fuisse et ibidem canem per dictum Deemer in eadem (ut prefertur) relictam invenisse dictamque navem the White Horse ad portum de Plimouth postea adduxisse Dictamque navem the White Horse unacum apparatibus et ornamentis tempore capture ejusdem spectantibus ad manus et possessionem dicti domini Ferdinandi Gorge militis pervenisse verumque valorem dicte navis the White Horse ejusque apparatuum et ornamentorum predicto tempore ingressus antedicti capitanei Grimsbie et sociorum in eandem et tempore quo ad manus et possessionem antedicti domini Ferdinandi Gorge militis pervenit ad summam sive valorem quadringentarum librarum legalis monete Anglie notorie se extendisse et extendere Dictumque dominum Ferdinandum Gorge militem ad restituendum et retradendum partibus agentibus in hac parte seu earum parti dictam navem the White Horse ex parte et per partem dictarum partium agentium debite requisitum fuisse pronunciamus decernimus et declaramus Quocirca eundem dominum Ferdinandum Gorge militem ad restituendum et retradendum partibus agentibus in hac causa seu eorum parti dictam navem the White Horse ejusque apparatus et ornamenta predicta si extent Alioquin eundem dictum Ferdinandum Gorge in eorumdem vero valore quem quidem valorem ad summam quadringentarum librarum legalis monete Anglie extendisse et extendere pronunciamus et adjudicamus et in expensis legitimis ex parte et per partem antedictarum partium agentium in hujusmodi causa factis et faciendis eisdemque vel parti sue solvendis condempnandum fore de jure debere pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam . . . (*in common form*)

Tho. Crompton Jul. Cæsar

returned to or near to the place where he had before left his said ship, the 'White Horse,' and searched for his ship for two whole days, according to lawful proofs in this behalf heretofore judicially had and made before Us; And We pronounce, decree, and declare, that the said ship (which he, Deemer, and his companions thought was a Turkish ship) was an English ship, and that Grimsby, in the libel mentioned, was the captain or master of the same English ship; And that the said boat making her way under sail and oars (as aforesaid) was a certain caravel before captured by the said Grimsby; and that the said Grimsby and his companions on board the English ship and the aforesaid caravel, or some of them, within nine, eight, seven, six, five, or four hours after the departure and flight aforesaid of the said Gaspar Deemer and his companions from the said ship, the 'White Horse,' went on board her, and there found the dog left in her by the said Deemer as aforesaid, and afterwards brought the said ship, the 'White Horse,' to the port of Plymouth; And that the said ship, the 'White Horse,' together with the apparel and furniture belonging to her at the time of her capture, came to the hands and possession of the said Sir Ferdinand Gorges, Knight; And that the true value of her and her apparel and furniture, at the aforesaid time when the aforesaid Captain Grimsby and his companions went on board her, and at the time when she came to the hands and possession of the aforesaid Sir Ferdinand Gorges, notoriously amounted and amounts to the sum or amount of £400 of lawful English money; And that the said Sir Ferdinand Gorges, Knight, was duly required by and on behalf of the said plaintiffs to restore and deliver back to the plaintiffs in this behalf, or to their party, the said ship, the 'White Horse'; Wherefore by this Our diffinitive sentence . . . (*common form*) . . . We pronounce, decree, and declare, that the same Sir Ferdinand Gorges, Knight, ought of right to be condemned to restore and deliver back to the plaintiffs in this cause, or to their party, the said ship, the 'White Horse,' and her apparel and furniture aforesaid, if they are in existence, and, if not, that the same Ferdinand Gorges ought of right to be condemned in the true value of the same, which value, We pronounce and adjudge, extended and extends to the sum of £400 of lawful English money, and in the lawful costs incurred and to be incurred by and on behalf of the said plaintiffs in this cause, to be paid to the plaintiffs or to their party . . . (*condemnation in common form*)

THOMAS CROMPTON JULIUS CÆSAR

TRAPPES c. THE 'CHRISTOPHER,'

A.D. 1598 File 66, No. 54. First decree against ship for salvage. The ship grounded on the foreshore of the Thames, in the manor of Bermondsey, and was derelict.

In dei nomine Amen Coram . . . (*common form*) . . . pars proborum virorum Hugonis Trappes et Rowlandi Trappes balivorum manerii de Barmondsey contra et adversus navem quandam vocatam the Christofer of Kirkary vel quocunque alio nomine[1] ejusque apparatus et ornamenta omnia et singula ad quosdam Willielmum Scott et Edwardum Fenn spectantia et pertinentia nuper auctoritate hujus curie arrestata ac contra et adversus memoratos Willielmum Scott et Edwardum Fenn in specie necnon contra et adversus quemcunque alium sive quoscunque alios pro interesse quolibet in dicta nave ejusque apparatibus intervenientes in genere per viam querele . . . (*in common form*) . . . in jure proponit Quod predicta navis vocata the Christofer of Kirkary soluta et absque custodibus fluctuavit et vagabatur super rivo Thamesis et tandem reposita et locata fuit intra fluxum et refluxum maris intra libertates predicti manerii et ibidem remansit per spacium trium annorum ultimo elapsorum et ultra Et quod pro custodia et commeracione[1] dicte navis ibidem tempore predicto et aliis damnis summa decem librarum legalis monete Anglie antedictis Hugoni Trappes et Rolando Trappes fuit et est debita Quodque predicti Hugo Trappes et Rowlandus Trappes spem aliam . . . (*arrest of ship and prayer for possession in common form*)

Jo. Hone Jul. Cæsar

FLEMINGE c. THE 'HADDOCKE,' CRABB INTERVENING.

A.D. 1599 File 67, No. 150. Sentence condemning the 'Angel' for money lent on bottomry; File 66, No. 95, libel.

. . . Idcirco Nos Julius Cesar . . . (*common form*) . . . navem in hac causa arrestatam et libellatam appellatam the Shellfishe alias the Haddocke of Horne alias the Angell anno et mensibus in hac parte libellatis in rivo Thamesis intra jurisdictionem curie domine nostre regine sue Admirallitatis Anglie fuisse et extitisse ac Petrum Willemson tunc magistrum ejusdem navis fuisse et extitisse eidemque prefuisse dictamque navem ad viagium seu navigacionem

[1] Sic.

TRAPPES c. THE 'CHRISTOPHER.'

In the name of God Amen . . . the party of the honest men, Hugh Trappes and Rowland Trappes, bailiffs of the Manor of Bermondsey, against a certain ship called the 'Christopher' of Kirkary,[1] or by whatsoever other name [she is called], and against all and singular her apparel and furniture, belonging to William Scott and Edward Fenn, lately arrested by authority of this court, and against the aforesaid William Scott and Edward Fenn, in particular, and, in general, against whosoever else may intervene for any interest in the said ship and her apparel, by way of complaint . . . in law propounds: That the aforesaid ship, called the 'Christopher' of Kirkary, floated and drove about adrift, and without people on board to care for her, upon the river Thames, and at length stopped and grounded within the liberties of the aforesaid manor, and there remained for the space of three years last past; And that, for the custody and stay of the same ship there at the aforesaid time, and for other damages, a sum of ten pounds of lawful English money was and is owing to the aforesaid Hugh Trappes and Rowland Trappes; And that the aforesaid Hugh Trappes and Rowland Trappes, having no other hope . . . (*of payment, arrested the ship; prayer for condemnation in common form*)

JOHN HONE JULIUS CÆSAR

FLEMINGE c. THE 'HADDOCKE,' CRABB INTERVENING.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the ship arrested and libelled in this cause, called the 'Shell Fish,' otherwise the 'Haddock' of Horn, otherwise the 'Angel,' in the year and months in this behalf libellate, was and lay in the river Thames, within the jurisdiction of the court of our lady, the queen, her Admiralty of England; And that Peter Willemson was then master of the same ship and commanded her; And that the said ship, in the year libellate in this cause . . . was hired and let to make a voyage

[1] Kirkcudbright.

faciendam a portu Londonie ad portum de Youghall in Hibernia et inde ad Canariarum insulas locatam et dimissam fuisse in anno libellato in hac causa . . . ad instruendum dictam navigacionem et in usum dicte navis et navigantium in eadem predictum Petrum Willemson pecunias quasdam ac alias res necessarias in usum ejusdem navis a predicto Egidio Fleminge accepisse et habuisse periclitandas super casu et fortuna dicte navis et viagii predicti Dictumque Petrum Willemson dictam navem in hac causa arrestatam et libellatam ypothecasse et obligasse predicto Egidio Fleminge pro solucione summe quadraginta quinque librarum legalis monete Anglie intra spacium octo dierum post appulsum dicte navis apud insulas Canariarum seu immediate postquam dicta navis derelinqueret navigacionem predictam a portu Londinensi ad portum de Youghall et ab illo portu ad insulas Canarias intentatam Dictamque navem citra ypothecam predictam factam et interpositam viagium predictum salvo perimplevisse seu saltem perficere potuisse aut eandem navigacionem dimisisse reliquisse et destituisse pronunciamus decernimus et declaramus Predictam igitur navem in hac causa arrestatam et libellatam cum suis apparatibus et ornamentis predictis predicto Egidio Fleminge summam quadraginta quinque librarum predictam ante arrestum et tempore arresti in eandem navem in hac causa facti debuisse et debere et pro solucione dicte summe ypothecatam et obligatam fuisse et esse . . . (*the sentence goes on to state the arrest of ship; citation of Fleminge and others in general; intervention of Crabb with sureties; condemnation of Crabb in £45 and costs*)

THO. CROMPTON JUL. CÆSAR

LE FORT c. LE FORT.

A.D. 1599 File 67, No. 131. Sentence for the amount due upon a bill of exchange, drawn by the defendant upon Prince Dombes and payable to Ingram and another at Rennes, being the price of war material shipped by the plaintiff to Jersey upon the defendant's order ; libel, File 66, No. 202.

In dei nomine Amen Auditis . . . inter Jacobum le Fort Brin Bault Gallum partem agentem sive querelantem ex una et Frauncis-cum le Fort partem ream sive querelatam partibus ex altera . . . Idcirco nos Julius Cesar . . . (*all in common form*) . . . prefatum Jacobum le Fort Brin Bault [1] et quendam Jacobum le Fort ejus filium annis et mensibus in hac parte libellatis eorumve uno sive aliquo

[1] Jacques le Fort 'dit Brin Bault;' see a letter dated September 4, 1597, from François le Fort to Cecil, S.P. Dom. Eliz. Vol. cclxiv, No. 107.

or passage from the port of London to the port of Youghal, in Ireland, and thence to the Canary Islands; And that in the said year and months . . . the aforesaid Peter Willemson received and had from the aforesaid Giles Fleminge, for the setting out of the said voyage and for the use of the said ship and of those sailing in her, certain moneys and other things necessary for the use of the same ship, at the risk and chance of the said ship and of the aforesaid voyage; And that the said Peter Willemson hypothecated and bound the said ship arrested and libelled in this cause to the aforesaid Giles Fleminge for the payment of the sum of forty-five pounds of lawful English money within the space of eight days after the arrival of the said ship at the Canary Islands, or immediately after the said ship abandoned, as unattempted, the aforesaid voyage from the port of London to the port of Youghal and from that port to the Canary Islands; And that the said ship, after the aforesaid hypothecation was made and interposed, safely performed the aforesaid voyage, or at any rate could have performed it, or [else] left, forsook and abandoned the same voyage; Therefore We pronounce, decree, and declare, that the aforesaid ship arrested and libellate in this cause, together with her apparel and furniture aforesaid, owed [and owes] to the aforesaid Giles Fleminge the aforesaid sum of forty-five pounds before her arrest and [also] at the time of the arrest made in this cause and still owes the same, and that she was hypothecated and bound for the payment of the said sum . . . (*condemnation in common form*)

THOMAS CROMPTON JULIUS CÆSAR

LE FORT c. LE FORT.

In the name of God Amen . . . between Jacques le Fort Brin Bault, Frenchman, plaintiff, of the one part, and François le Fort, defendant, of the other part, . . . Therefore We, Julius Cæsar, pronounce, decree, and declare, that the aforesaid Jacques le Fort Brin Bault, and one Jacques le Fort, his son, in the years and months in this behalf libellate, or in some or one of them, were and are agents, factors, and men of business, in the island of Jersey and

antedicti Frauncisci le Forte et quorundam Willelmi Michelott Michaelis Trembleis et Danielis le Fevre mercatorum eciam extraneorum in civitate Londonie tunc temporis commorantium actores factores et negociorum gestores in partibus dicte insule de Jersey et in partibus Britannie in Gallia fuisse et esse Dictosque Frauncisciscum le Forte Willelmum Michelott Michaelem Trembleis et Danielem le Fevre mercatores extraneos predictos annis et mensibus predictis eorumve uno sive aliquo nonnulla bona merces et mercimonia et presertim pulverem tormentarium glandes et alia munimenta bellica in navi quadam vocata the Nicholas de London (cujus navarchus quidam Johannes Stronge fuit) inde per mare ad insulam predictam de Jersey deferenda ibidemque antedicto Jacobo le Forte Brin Bault tradenda et deliberanda infra portum Londinensem onerasse seu onerari fecisse Dictaque bona merces et mercimonia predicta in navi vocata the Nicholas (ut prefertur) onerata annis et mensibus libellatis eorumve uno sive aliquo ad insulam de Jersey et ad possessionem dicti Jacobi Brin Bault salvo devenisse Prefatumque Jacobum le Forte Brin Bault annis et mensibus predictis eorumve uno sive aliquo de mandato dictorum mercatorum naulum et reliqua onera pro vectura dictorum bonorum debita et solvenda solvisse exposuisse et erogasse naulumque et affrectamentum pro transportacione dictorum bonorum mercium et mercimoniorum in ea parte per dictum Jacobum Brin Bault solutorum ad summam sive valorem centum viginti et sex librarum novemdecim solidorum et octo denariorum bone et legalis monete Anglie extendisse et extendere juxta ipsius Frauncisci le Fort judicialem confessionem aliasque probaciones alias coram nobis in hac parte habitas et factas pronunciamus decernimus et declaramus Prefatumque Frauncisciscum le Forte tantum pro se et dictum Willelmum Michelott tam pro se quam pro dictis Michaele Trembleis et Daniele le Fevre mercatoribus extraneis predictis annis et mensibus predictis eorumve uno sive aliquo billam quandam excambii pro solucione summe quater mille coronatorum Gallicorum aureorum apud Rhens in Britannia quibusdam Willelmo Ingram et Johanni Mole tunc apud castra honorandi viri domini Johannis Norris militis juxta Chattillon existentibus subscriptasse Eandemque billam sic subscriptam postea ad oppidum de Rhens predictum misisse atque solucionem dicte summe quater mille coronatorum apud Rhenes predictum vigore dicte bille excambii prefatis Willelmo Ingram et Johanni Mole in se assumpsisse et promisisse Prefatamque billam excambii illustri viro principi Dombis pro solucione dicte summe quater mille coronatorum consignatam fuisse et ad dicti principis manus pervenisse Prefatumque principem Dombis se

in the parts of Brittany in France, for the aforesaid François le Fort and for Guillaume Michelott, Michael Trembleis and Daniel le Fevre, also merchant strangers then dwelling in the city of London; And We pronounce, decree, and declare, that the said François le Fort, Guillaume Michelott, Michael Trembleis, and Daniel le Fevre, the aforesaid merchant strangers, in the years and months aforesaid, or in some or one of them, within the port of London, loaded or caused to be loaded in a certain ship called the 'Nicholas' of London, whereof was captain one John Stronge, certain goods, wares, and merchandises, and particularly gunpowder, bullets, and other munitions of war, to be carried from thence by sea to the aforesaid island of Jersey, and there delivered to the aforesaid Jacques le Fort Brin Bault; And that the said goods, wares, and merchandises, [so] laden in the aforesaid ship, the 'Nicholas,' as aforesaid, in the years and months libellate, or in some or one of them, came safely to the island of Jersey, and to the possession of the said Jacques Brin Bault; And that the said Jacques le Fort Brin Bault, in the years and months aforesaid, or in some or one of them, by the order of the said merchants, paid, discharged, and satisfied, the freight and other charges due and owing for the carriage of the said goods; And that the freight and charges for the carriage of the said goods, wares, and merchandises, paid by the said Jacques Brin Bault in that behalf, amounted and amount to the sum or amount of £126 19*s.* 8*d.* of good and lawful English money, according to the judicial admission of him François le Fort and other proofs elsewhere had and made in that behalf before Us; And We also pronounce, decree, and declare, that, according to the judicial admission of him, François le Fort before Us in this behalf had and made, the aforesaid François le Fort, for himself, and the said William Michelott, as well as for the said Michael Trembleis and Daniel le Fevre, merchant strangers aforesaid, in the years and months aforesaid, or in some or one of them, drew a certain bill of exchange, for the payment of the sum of 4000 French gold crowns at Rennes, in Brittany, to William Ingram and John Mole, who were then at the camp of the honourable Sir John Norris, Knight, at Chatillon; And that he afterwards sent the same bill, so drawn [as aforesaid], to the town of Rennes; And that he took upon himself and promised to pay the said sum of 4000 crowns at Rennes aforesaid to the aforesaid William Ingram and John Mole, pursuant to the said bill of exchange; And that the aforesaid bill of exchange for the payment of the said sum of 4000 crowns was consigned to the illustrious Prince Dombes, and came to the hands of the said Prince; And that the aforesaid Prince

dictam summam quater mille coronatorum antedictis Willelmo Ingram et Johanni Mole soluturum promisisse juxta ipsius Frauncisci le Fort judicialem confessionem alias coram nobis in hac parte habitam et factam eciam pronunciamus decernimus et declaramus Prefatumque Jacobum le Forte filium antedicti Jacobi le Forte Brin Bault annis et mensibus in hac parte libellatis eorumve uno sive aliquo in castris apud Chattillon in partibus Gallie versatum fuisse Dictumque illustrem principem Dombis solucionem dicte summe quater mille coronatorum post recepcionem bille excambii sibi (ut prefertur) destinati distulisse Prefatumque Frauncisсum le Forte racione premissorum (ne sui ipsius et reliquorum mercatorum credentia in illis partibus labefactaretur) litteras suas missivas prefato Jacobo le Forte juniori misisse eumque ut a castris juxta Chattillon positis (ubi tunc versabatur) ad oppidum de Rhens migraret ibidemque solucionem dicte summe quater mille coronatorum prefatis Willelmo Ingram et Johanni Mole provideret instanter rogasse Dictumque Jacobum le Forte juniorem post recepcionem dictarum litterarum missivarum earumque intuitu et ad satisfaciendum contenta in eisdem a castris predictis (ubi morabatur) decessisse et oppidum de Rhenes predictum versus itinerasse ac in via oppidum de Rhenes versus per confederatos Gallie captum fuisse ac postea apud Fougers per duos annos integros aut eocirciter incarceratum fuisse incarceracionemque suam predictam racione litterarum missivarum a prefato Frauncisco le Fort (ut prefertur) receptarum et itineris predicti intuitu ad satisfaciendum contenta in eisdem litteris suscepti et non aliter accidisse juxta ipsius Frauncisci le Fort confessionem alias coram nobis in hac parte judicialiter habitam et factam pronunciamus decernimus et declaramus Prefatumque Jacobum le Forte Brin Bault pro necessariis dicti Frauncisci le Forte filii sui dum in carcere detentus fuit et pro ejus liberacione a dictis carceribus summam centum nonaginta et quinque librarum ac trium solidorum legalis monete Anglie exposuisse et erogasse ac racione incarceracionis filii sui predicti et negociacionis sue cessu damnum in hac parte passum fuisse ad summam sive valorem centum et viginti librarum legalis monete Anglie Prefatosque Frauncisсum le Forte Willelmum Michelott Michaelem Trembleis et Danielem le Fevre eidem Jacobo le Forte Brin Bault pro facturagio Anglice facturage summam centum quadraginta et unius librarum legalis monete Anglie debuisse Prefatumque Jacobum le Fort Brin Bault de summis respective predictis a dicto Frauncisco le Forte ceterisque mercatoribus Gallicis predictis summam tantum ducentarum unius libre duodecim solidorum et quinque denariorum et non amplius recepisse et habuisse

Dombes promised to pay the said sum of 4000 crowns to the aforesaid William Ingram and John Mole; And We pronounce, decree, and declare, that according to the admission of him, François le Fort, heretofore before Us judicially in this behalf had and made, the aforesaid Jacques le Fort, the son of the aforesaid Jacques le Fort Brin Bault, in the years and months in this behalf libellate, or in some or one of them, was staying in the camp at Chatillon, in the parts of France; And that the said illustrious Prince Dombes delayed payment of the said sum of 4000 crowns, after the receipt of the bill of exchange addressed to him as aforesaid; And that the aforesaid François le Fort, by reason of the premises, [and] in order that his own and the other merchants' credit in those parts should not be injured, sent his letters missive to the aforesaid Jacques le Fort, the younger, and urgently requested him to repair from the camp at Chatillon, where he was staying, to the town of Rennes, and there provide for the payment to the aforesaid William Ingram and John Mole of the said sum of 4000 crowns; And that the said Jacques le Fort, the younger, after receiving the said letters missive, and by reason thereof, and in order to fulfil the request therein contained, departed from the aforesaid camp, and journeyed towards the town of Rennes aforesaid, and in his way to the town of Rennes was taken prisoner by the French Leaguers, and was afterwards kept in captivity at Fougères, for two whole years or thereabouts; And that his aforesaid captivity happened by reason of the letters missive so received by him as aforesaid from the aforesaid François le Fort, and on account of the journey he had undertaken to fulfil the request contained in them; And we pronounce, decree, and declare, that, according to the judicial admission of him, François le Fort, heretofore in this behalf had and made before Us, the aforesaid Jacques le Fort Brin Bault expended and laid out for the necessities of the said François le Fort, his son, whilst he was kept in prison, and for his liberation from the said prison, the sum of £195 3*s*. of lawful English money; And that, by reason of the imprisonment of his aforesaid son and the stoppage to his business, he suffered loss to the amount and sum of £120 of lawful English money; And that the aforesaid François le Fort, Guillaume Michelott, Michael Trembleis, and Daniel le Fevre, owed to the same Jacques le Fort Brin Bault, for their facturage, the sum of £141 of lawful English money; And that the aforesaid Jacques le Fort Brin Bault has received and had from the said François le Fort Brin Bault, and the other French merchants aforesaid, of the aforesaid respective sums, the sum of £201 12*s*. 5*d*.

Dictumque Fraunciscum le Forte ad solvendum Jacobo le Fort Brin Bault residuum pecuniarum summarum per eum (ut prefertur) expositarum et sibi debitarum ex parte dicti Jacobi le Fort Brin Bault requisitum fuisse seque promptum et paratum ad solvendum virilem seu quartam partem pecuniarum predictarum eidem Jacobo le Forte Brin Bault fuisse et esse sed realiter nullam summam obtulisse aut penes Registrarium hujus curie deposuisse juxta ipsius Fraucisci le Forte judicialem confessionem alias coram nobis in hac parte habitam et factam pronunciamus decernimus et declaramus Quocirca partem antedicti Fraucisci le Fort ad solvendum et prestandum prefato Jacobo le Fort Brin Bault virilem suam seu quartam partem summarum pecuniarum predictarum in hac parte per dictum Fraunciscum le Forte debitarum et non solutarum condemnandum fore de jure debere Quam quidem virilem seu quartam partem summarum pecuniarum predictarum ad summam nonaginta quinque librarum septem solidorum et sex denariorum legalis monete Anglie juxta confessionem judicialem antedicti Fraucisci le Fort in hac parte (ut prefertur) coram nobis habitam et factam extendisse et extendere pronunciamus decernimus et declaramus Partemque predictam antedicti Fraucisci le Forte . . . (*condemnation in £95 7s. 6d. and costs in common form*)

Jo. Hone Jul. Cæsar

PARKINSON c. PITT.

A.D. 1599 File 67, No. 93. Sentence condemning Pitt, intervening for three-fourths of the 'Amity,' in £200 due from Mershier, her owner, to Parkinson, or in such less sum as the value of the three-fourths shall, upon appraisement, amount to.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . prefatum Johannem Mershier annis et mensibus libellatis aut eorum mensium et annorum quolibet pluribus uno sive aliquo fuisse dominum et proprietarium trium partium navis predicte vocate the Amitie alias the Starr ac apparatuum et ornamentorum ejusdem ad eandem spectantium in quatuor partes dividende proque tali fuisse communiter dictum tentum habitum et reputatum ac navem predictam pro porcionibus suis predictis propriis suis sumptibus et impensis fabricari et edificari fecisse et procurasse Necnon dictum Johannem Mershier ex quodam contractu civili et marittimo dicto Jacobo Parkinson in summa ducentarum librarum legalis monete Anglie obnoxium et indebitatum fuisse et esse pronunciamus decernimus et declaramus Necnon dictum

only, and no more; And that the said François le Fort was asked, on behalf of the said Jacques le Fort Brin Bault, to pay to Jacques le Fort Brin Bault the residue of the sums of money so by him expended as aforesaid and to him owing, and that he professed himself to be ready and willing to pay to him, Jacques le Fort Brin Bault, a proportionate or fourth part of the aforesaid moneys, but that he has, in fact, neither tendered nor deposited with the Registrar of this court any part [thereof]; Wherefore We pronounce, decree, and declare, that the party of the aforesaid François le Fort ought of right to be condemned to pay to the aforesaid Jacques le Fort Brin Bault a proportionate or fourth part of the aforesaid sums of money in this behalf owing and not paid by the said François le Fort, which proportionate or fourth part of the aforesaid sums of money amounted and amounts to the sum of £95 7*s.* 6*d.* of lawful English money; And We condemn the party of the aforesaid François le Fort . . . (*in £95 7s. 6d. and costs*)

JOHN HONE JULIUS CÆSAR

PARKINSON c. PITT.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the aforesaid John Mershier, in the years and months libellate, or in some or one of them, was owner and proprietor of three fourth parts of the aforesaid ship called the 'Amity,' otherwise the 'Star,' and of the apparel and furniture belonging to her, and as such was commonly called, held, reckoned and reputed, and that he caused the aforesaid ship to be built and constructed at his cost and expense, according to his aforesaid shares in her; And that the said John Mershier was bound and indebted to the said John Parkinson in the sum of two hundred pounds of lawful English money, upon a certain civil and maritime contract; And that the said John Parkinson,

Jacobum Parkinson nullam aliam habentem spem recuperandi debitum predictum seu summam predictam nisi per arrestacionem dicte navis igitur eandem navem seu potius tres partes (ut prefertur) dicte navis ac apparatuum et ornamentorum ejusdem ad prefatum Johannem Mershier spectantes infra fluxum et refluxum maris atque jurisdictionem domini magni Admiralli Anglie atque apud eandem navem dictum Johannem Mershier ad respondendum eidem Jacobo in causa civili et marittimo auctoritate curie predicte arrestari fecisse et procurasse Dictumque Willielmum Pitt pro interesse suo in hac causa intervenisse ac defensionem hujus cause in se suscepisse ac caucionem fidejussoriam de respondendo actioni in hac causa mote deque judicio sisti ac judicato cum expensis solvendo quoad valorem navis antedicte ac apparatuum et ornamentorum ejusdem interposuisse eciam pronunciamus decernimus et declaramus Prefatum igitur Willielmum Pitt in dicta summa ducentarum librarum legalis monete Anglie quoad valorem trium partium dicte navis ac apparatuum et ornamentorum ejusdem ad dictum Johannem Mershier spectantes (si dicta navis extiterit) ac dictas tres partes navis antedicte ac apparatuum et ornamentorum ejusdem (facta inde appreciatione) ad dictam summam ducentarum librarum extendere constiterit Et casu quo dicte tres partes navis ac apparatuum et ornamentorum ejusdem non extiterint nec ad valorem ducentarum librarum extenderint eundem Willielmum Pitt in tali et tanta summa quoad valorem dictarum trium partium navis antedicte ac apparatuum et ornamentorum ejusdem ad dictum Mershier (ut prefertur) spectantium qualis et quanta per nos imposterum in exequucione sentencie nostre hujusmodi liquidabitur condemnamus Eundemque Willelmum Pitt ad solvendum seu satisfaciendum dicto Jacobo Parkinson seu parti sue rem adjudicatam cogendum et compellendum fore sicque cogi et compelli de jure debere pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis

Jo. Hone Jul. Cæsar

HILL c. HOLMAN.

A.D. 1600 File 68, No. 226. Sentence condemning Holman in damages for warning Whitbrook, master of the 'Thomas,' to escape the arrest, which Hill and others were about to execute upon him, for non-payment of wages due to them for services on board the 'Thomas.' A writ of *habeas corpus* was afterwards sued out of the Queen's Bench by Holman, dated Feb. 8, 1601;

having no other hope of recovering his aforesaid debt, or the aforesaid sum, except by arrest of the said ship, therefore caused and procured the same ship, or rather the three parts of the said ship, and of her apparel and furniture, belonging as aforesaid to the aforesaid John Mershier, within the ebb and flow of the sea and within the jurisdiction of the lord high Admiral of England, and [also] the said John Mershier, at the same ship, to be arrested by authority of the aforesaid court, to make answer to the same James in a cause civil and maritime; And that the said William Pitt intervened for his interest in this cause, and took upon himself the defence of this cause, and put in bail of sureties to answer the proceedings instituted in this cause, and to appear in court, and to satisfy the judgment and costs, so far as the value of the aforesaid ship and of her apparel and furniture should extend; We therefore condemn the aforesaid William Pitt in the said sum of £200 of lawful English money, so far as the value of the three parts of the said ship and her apparel and furniture belonging to the said John Mershier shall extend, if the said ship be in existence, and [if] the said three parts of the aforesaid ship and of her apparel and furniture, upon appraisement thereof, shall amount to the said sum of £200; And, in the event of the said three parts of the ship, apparel, and furniture, not being in existence, and not amounting to the sum of £200, [We condemn] the same William Pitt in such and so great a sum as the value of the said three parts of the aforesaid ship and of her apparel and furniture belonging to the said Mershier as aforesaid [shall amount to], according to the assessment to be made by Us hereafter in execution of Our sentence; And by this Our diffinitive sentence or this Our final decree, which sentence or decree We pass and promulgate in this writing, We pronounce, decree, and declare, that the same William Pitt ought to be obliged and compelled to pay or satisfy to the said James Parkinson the amount adjudged, and that he be of right so obliged and compelled accordingly

John Hone Jul. Cæsar

see File 66, No. 125, and Lansdowne MSS. Br. Mus. 142, fo. 95. The original is much altered and interlined.

. . . Idcirco Nos Julius Cæsar . . . (*stating that £81 was owing to Hill by Whitbrook, master of the 'Thomas,' for his services as pilot, and £52 for currants belonging to him on board the 'Thomas,' and that further sums were owing to Hollett and Douglas for services of their apprenticcs or servants on board the 'Thomas'*) . . . Necnon eciam dictos Johannem Hill Robertum Hollett et Johannem Dowglas ante hanc litem motam cum warranto et apparitore nostro legitime constituto animo arrestandi et sistendi dictum Whitbrook ad navem in qua dictus Hugo Whitbrook ad anchoras residebat et existebat accessisse dictoque Digorio Holman propositum suum notum fecisse dictosque actores seu eorum partes ad navem in qua dictus Whitbrook (ut prefertur) existebat animo eum arrestandi accessisse Dictumque Digorium Holman prudentem scientemque dictum Whitbrook fugere fecisse quem alioquin actores predicti seu eorum partes sistere et arrestare potuissent et voluissent eciam pronunciamus et declaramus Unde ex causis premissis et in libello in hac causa dato specificatis prefatum Digorium Holman tam in summa predicta octoginta et unius librarum pro mercede et salario dicti Johannis Hill quoad officium pilati antedicti debita necnon in summa quinquaginta et duarum librarum legalis monete Anglie pro uvis Corinthianis predictis quam in summa predicta viginti duarum librarum et decem solidorum pro servicio prefati Edwardi Watson in officio Mesonaute Anglice Botswaine in navi predicta racione dicti sui officii prefato Roberto Hollet debita Necnon eciam eundem Digorium Holman in summa in execucione sentencie nostre liquidanda dicto Johanni Dowglas racione famulorum suorum predictorum servicii in dicta navi the Thomas debita et eisdem Hill Hollett et Dowglas seu eorum partibus respectivis solvendis condemnamus Dictumque Digorium Holman . . . (*condemnation in common form*)

Jo. Hone — Julius Cæsar

CRAMPTON c. BONA COBRETH.

A.D. 1600 File 68, No. 183. First decree against wages due to a seaman, for damage to cargo by his negligence.

In dei nomine Amen Coram . . . (*common form*) . . . pars probe et honeste mulieris Sare Crampton de Radcliff in comitatu Middlesexie vidue relicte et administratricis bonorum jurium et creditorum Rogeri Crampton defuncti contra et adversus omnia et singula bona res merces mercimonia pecuniarum summas nomina et debita quecunque

HILL c. HOLMAN.

. . . And We also pronounce, decree, and declare, that the said John Hill, Robert Hollett, and John Douglas, before the institution of this action went to the ship in which the said Whitbrook was, as she lay at anchor, with a warrant, and with our lawfully appointed officer, with the intention of arresting the said Whitbrook, and of stopping him, and that their purpose was known to the said Digory Holman, and that the said plaintiffs, or their agents, came near to the ship in which the said Whitbrook was (as aforesaid), with the intention of arresting him; And that the said Digory Holman, knowing this, and on purpose, caused the said Whitbrook to make his escape; And that the said plaintiffs, or their agents, would have been able and intended otherwise to have arrested and stayed him [Whitbrook]; Wherefore, by reason of the premises specified in the libel given in this cause, We condemn the aforesaid Digory Holman, as well in the aforesaid sum of £81 for the hire and wages of the said John Hill due to him as such pilot as aforesaid, and also the sum of £52 of lawful English money for the aforesaid currants, as also in the aforesaid sum of £22 10*s*. for the wages of the aforesaid Edward Watson in his capacity of boatswain in the aforesaid ship due by reason of his said service to the aforesaid John Hollett; And We also condemn the same Digory Holman in a sum, to be liquidated in the execution of this Our sentence, owing to the said John Douglas by reason of the services of his men in the said ship, the 'Thomas,' and to be paid to the same Hill, Hollett, and Douglas, or to their respective agents; And We condemn the said Digory Holman . . . (*in common form*)

JOHN HONE JULIUS CÆSAR

CRAMPTON c. BONA COBRETH.

In the name of God Amen . . . the party of the good and honest woman, Sarah Crampton, of Ratcliff, in the county of Middlesex, widow, relict and administratrix of the goods, rights, and credits of Roger Crampton, deceased, against all and singular the goods, things, wares, and merchandise, sums of money, debts, and moneys, due to William

ad Willelmum Cobreth racione servicii sui in navi vocata the Handmaide in manibus et possessione Johannis Ady de Blackwall auctoritate hujus curie arrestata et attachiata ac contra eundem Willelmum Cobreth in specie ac omnes alios et singulos in genere . . . . (*common form*) . . . in jure proponit Quod dicta Sara Crampton damnificata fuit et est ac damnum habuit et passa est per dictum Willelmum Cobreth ac ejus mediis procuracione et maleficiis usque ad summam centum librarum legalis monete Anglie Unde dicta Sara nullam aliam habens spem recuperandi . . . (*arrested the wages of Cobreth and prays to be put into possession, in common form*)

JUL. CÆSAR

COUGHAM c. KINDT.

A.D. 1600 File 68, No. 180. Sentence condemning Kindt to repay to the plaintiff, his co-owner, half the sum recovered by Kindt from the King of Denmark, as compensation for the seizure by the King's officer of a ship and cargo of fish, which had been left for the winter season in Iceland; see also File 66, No. 102; File 67, No. 132.

. . . Idcirco Nos Julius Cesar . . . (*common form*) . . . prenominatum Johannem Cougham[1] et Adamum Kindt seniorem annis domini libellatis mensibusque in eisdem annis concurrentibus dominos et proprietarios equales fuisse cujusdam navis appellate the Providence of Wells oneris septuaginta doliorum apparatuumque et ornamentorum quorumcunque ad eandem navem spectantium et pertinentium proque talibus communiter reputatos fuisse et esse Dictosque Johannem Cougham et Adamum Kindt seniorem annis et mensibus libellatis aut eorum pluribus uno sive aliquo iter navale pro piscibus capiendis in partibus Islandie et ad partes Anglie adducendam mutuo eorum consensu instituisse atque navem predictam cum nautis alimentis omnibusque aliis necessariis pro expedicione ejusdem itineris seu viagii mutuis suis sumptibus preparasse Posteaque eandem navem sic preparatam ad partes Islandie misisse et ad portum ibidem vulgariter appellatum Priests Bay eandem salvo appulisse Atque post appulsum hujusmodi eandem navem piscibus ibidem captis oneratam fuisse atque cum dicta oneracione sua versus Angliam redituram in portu predicto casualiter elisam in scopulum graviter ruptam eaque racione ad littus vel locum tutum resarciendi gracia in eodem portu reductam fuisse Posteaque quia tempus hibernale appropinquabat magistrum nautasque in eadem nave existentes quia tempore opportuno et suffi-

[1] Qy. Congham.

Cobreth, whatsoever they be, by reason of his [Cobreth's] service in the ship called the 'Handmaid,' [now] in the hands and possession of John Ady, of Blackwall, [and] arrested and attached by authority of this court, and against the same William Cobreth, in particular, and against all and singular others the persons intervening . . . in law propounds: That the said Sarah Crampton was injured by the said William Cobreth, and by his means, procurement, and misdeeds, to the amount of £100 of lawful English money; Wherefore the said Sarah, having no other hope . . . (*of recovering her damages arrested the wages of Cobreth and prays to be put into possession thereof*)

JULIUS CÆSAR

COUGHAM c. KINDT.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the abovenamed John Cougham and Adam Kindt, the elder, in the years of our Lord libellate, and in months concurrent with the same years, were co-owners and proprietors, in equal shares, of a certain ship called the 'Providence' of Wells, of the burden of 70 tons, and of [all] the apparel and furniture whatsoever belonging and appertaining to the same ship, and were and are commonly reputed as such; And that the said John Cougham and Adam Kindt, the elder, in the years and months libellate, or in some or one of them, by their common consent, set forth the aforesaid ship upon a voyage for catching fish in the parts of Iceland and bringing them back to England, and, at their common cost, furnished her with seamen, provisions, and all other necessaries, for the setting forth of the same voyage or expedition; And that, afterwards, the same ship, being so furnished, arrived safely at the parts of Iceland, and at the port there commonly called Priest's Bay; And that, after her arrival, the same ship was laden with fish caught there, and, when about to return towards England with her said lading, was severely injured in the aforesaid port through accidentally striking upon the rocks; And that, upon that account, she was brought to the shore or to a safe spot in the same harbour in order to be repaired; And that, afterwards, because the winter season was near and because they were not able to repair the

cienter pro transfretacione oneracionis hujusmodi resarsire non potuerunt eandem navim cum oneracione hujusmodi penes quendam Robertum Billet et alium puerum ad conservandum eandem ejusque apparatus et ornamenta et pisces predictas in eadem oneratas relinquentes ad Angliam in aliis navibus Anglicanis tunc versus Angliam velificantibus rediisse pronunciamus decernimus et declaramus Atque post recessum magistri et marinariorum predictorum officiarium quendam in dicta Insula eandem navim apparatusque et ornamenta et bona in eadem existentia tanquam deserta in usum Regis Danie de facto cepisse et prefatum Robertum Billet et puerum ex possessione eorundem expulisse Posteaque dictos Johannem Cougham et Adamum Kindt seniorem dictum Adamum Kindt juniorem ad regem Danie predictum ad procurandum restitucionem damnorum in ea parte per eos sustentatorum destinasse Eundemque Adamum Kindt juniorem postea omnia et singula bona res et pecuniarum summas in quadam schedula presentibus annexa quam quidem schedulam pro hic lecta et inserta habemus et haberi volumus contenta et specificata in satisfactione damnorum et interesse eorundem Johannis Cougham et Adami Kindt senioris atque in communem equalem usum et commodum eorundem Johannis Cougham et Adami Kindt senioris recepisse et habuisse atque nihilominus eadem ad libitum suum disposuisse nullamque partem eorundem dicto Johanni Cougham vel in usum suum tradidisse vel applicuisse Eademque bona res et pecuniarum summas ad separatos valores legalis monete Anglie in eadem schedula specificatos et expressos notorie et communi hominum estimacione extendisse et extendere pronunciamus decernimus et declaramus Ideoque dictum Adamum Kindt juniorem tam in medietate bonorum rerum et pecuniarum summarum predictarum extendente ad summam ducentarum librarum legalis monete Anglie prefato Johanni Cougham solvenda quam in expensis legitimis ex parte et per partem dicti Johannis Cougham in hac parte factis et faciendis condemnamus condempnatumque ad effectualem solucionem ejusdem necnon expensarum predictarum dicto Johannis Cougham aut parti sue cogendum et compellendum fore debere et cum effectu cogi et compelli decernimus Caucionemque sive stipulacionem alias ex parte dicti Johannis Kindt in hac parte interpositam relaxandam fore debere pronunciamus et relaxamus per hanc nostram sentenciam diffinitivam . . . (*in common form*)

THO. CROMPTON JUL. CÆSAR

same ship in time and sufficiently for the transportation of her cargo, the master and seamen on board her, leaving the same ship, together with her lading, in the charge of one Robert Billet and another, a boy, who were to take charge of her and her apparel and furniture and the aforesaid fish laden on board her, returned to England in other English ships, which were then sailing to England; And We pronounce, decree, and declare, that, after the departure of the master and mariners aforesaid, a certain officer in the said island seized the same ship, and the apparel and furniture and goods on board her, as derelict, for the use of the King of Denmark, and drove the aforesaid Robert Billet and the boy out of possession of the same; And that, afterwards, the said John Cougham and Adam Kindt, the elder, set forth the said Adam Kindt, the younger, to the King of Denmark to get redress for the damages sustained by them in that behalf; And that the same Adam Kindt, the younger, afterwards received and had all and singular the goods, things, and sums of money, contained and specified in a certain schedule annexed to these presents, (which schedule We deem, and order to be deemed, as here read and inserted), in satisfaction of the damages and [loss of] interest of the same John Cougham and Adam Kindt, the elder, and for their common and equal use and benefit; And that, nevertheless, he [Adam Kindt, the younger] disposed of the same at his will, and delivered and applied no part thereof to the said John Cougham or to his use; And that the same goods, things, and sums of money, amounted and amount to the several sums of lawful English money specified in the same schedule; And, therefore, We decree that the said Adam Kindt, the younger, ought to be condemned in, as well one half of the goods, things, and sums of money, aforesaid, amounting to the sum of £200 of lawful English money, to be paid to the aforesaid John Cougham, as also in the lawful costs incurred and to be incurred in this behalf by and on behalf of the said John Cougham; And that, being so condemned, he ought to be obliged and compelled to make effectual payment of the same, and also of the costs aforesaid, to the said John Cougham, or to his party; And We pronounce that the caution or bail heretofore put in on behalf of the said John Cougham in this behalf ought to be released, and by this Our diffinitive sentence We release the same accordingly . . . (*in common form*)

THOMAS CROMPTON JULIUS CÆSAR

FISHER c. REDHEAD.

A.D. 1600 File 68, No. 167. Protest of appeal from a sentence of the Vice-Admiral of York condemning three-fourths of the 'Chancewell' as deodand to the Admiral, because of Robert Birde having fallen overboard from her, when at anchor in the Ouse. *Ibid.* No. 72 is the sentence of the High Court reversing that of the Vice-Admiral; see also *ibid.* Nos. 72, 100, 166, 170. There is a similar protest of appeal and sentence as to the remaining one-fourth of the 'Chancewell,' belonging to one Middleton; see *ibid.* Nos. 74, 75 (sentence), 78, 100, 101, 151, 164, 165, 167, 170.

In dei nomine Amen Per presens publicum instrumentum cunctis appareat . . . quod cum Robertus Redhead armiger se pro deputato vice Admiralli comitatus Eboraci gerens prefatum Johannem Fisher pretextu officii sui pretensi contra quandam navem fluvialem seu cimbam vulgariter vocatam the Chauncewell of Yorke ac contra eundem Johannem Fisher dominum sive proprietarium trium partium seu quateriarum ejusdem promotor in jus vocasset ac libellum sive articulos de jure nullum seu nullos minimeque concludentes porrexisset et objecisset et licet dictum libellum seu articulos predictos sufficienter non probasset nec intencionem suam in eodem sive eisdem deductam aliquatenus fundasset nec aliquem juris ordinem in processu suo contra eundem Johannem Fisher observasset premissis tamen non obstantibus dictus Robertus Redhead armiger perperam nulliter et inique procedens ac in rem suam jus dicens ac parti sue seu officii sui pretensi predicti plus equo favens sentenciam quandam diffinitivam contra prefatum Johannem Fisher tulit legit et promulgavit in qua non solum omnia et singula deodanda seu bona quecunque quorum corpore et motu aliquem subditorum domine nostre Regine infra fluxum et refluxum maris seu aque ad plenitudinem infra jurisdiccionem domini magni Admiralli Anglie submergi contingit ad dominum magnum Admirallum Anglie modernum spectasse et pertinuisse et sic spectare et pertinere pronunciavit decrevit et declaravit sed eciam quendam Robertum Birde in dicto libello sive articulis mencionatum in navi seu cimba predicta existentem in rivo de Owse libellato infra fluxum et refluxum maris et aque ad plenitudinem in motu continuo illius aque ab eadem cimba et corpore ejusdem movente (cum revera dicta cimba tunc temporis movens non esset sed sub anchora fixa firma stabilis et quieta remanens fuisset) ejectum fuisse in rivum predictum et tunc et

FISHER *v.* REDHEAD.

In the name of God Amen. By this present instrument let it be known to all men . . . (*common form*) . . . that, whereas Robert Redhead, esquire, holding himself forth as the deputy of the Vice-Admiral of the county of York, by virtue of his pretended office, as promoter, had summoned into Court the aforesaid John Fisher, [and had proceeded] against a certain river craft, called the 'Chancewell' of York, and against the same John Fisher, the owner and proprietor of three parts or quarters of the same, and had porrected or objected a libel or articles, which was or were null, and by no means directed to a legal conclusion; And although he had not sufficiently proved the said libel, or articles, and had not in any way made good his contention in or drawn from the same, and had not observed any order of law in his proceeding against the same John Fisher, nevertheless, notwithstanding the premises, the said Robert Redhead, esquire, proceeding wrongly, invalidly, and unjustly, and giving judgment for his own advantage, and favouring his own party, or the party of his own pretended office aforesaid, passed, read, and promulgated, a certain diffinitive sentence against the aforesaid John Fisher, in which he not only pronounced, decreed, and declared, that all and singular deodands or goods whatsoever, by the body and motion of which it happens that any subject of our lady the queen is drowned within the ebb and flow of the sea or up to flood mark, within the jurisdiction of the lord high Admiral of England, have belonged and appertain to the lord high Admiral of England that now is, and do so belong and appertain, but also pronounced, decreed, and declared, that one Robert Birde, mentioned in the said libel or articles, being in the ship or boat aforesaid in the river Ouse libellate, within the ebb and flow of the sea and within flood mark, was thrown overboard from the same boat, while its body was moving in the constant movement of the water, into the aforesaid river, (whereas, in truth, the said boat, at the time in question, was not moving, but was lying at anchor fast, firm, steady, and quiet),

ibidem submersum fuisse et mortem obiise eciam pronunciavit decrevit et declaravit Et insuper dictum Johannem Fisher pro dictis partibus et quarteriis navis seu cimbe predicte intervenientem in tribus quarteriis ejusdem easdemque tres quarterias ejusdem cimbe unacum omni apparatu et ornamentis ejusdem dicto magno Admirallo Anglie condemnandos fore deberi (cum revera condemnari non debuit) pronunciavit decrevit et declaravit et de facto cum de jure non potuit condemnavit ad usum dicti domini magni Admiralli Anglie ut pretendebat sed ad usum proprium ut revera intendebat (si extent) alioquin ad summam septuaginta quinque librarum ad usum predictum condemnavit . . . (*in common form*)

RAYLESTONE c. GUERSON.

A.D. 1601 File 68, No. 16. Sentence declaring the 'Edward,' captured by Spaniards and sold to Guerson, a Frenchman and ally, to belong to the purchaser. See *ibid.* Nos. 216, 236.

. . . Idcirco nos Julius Cæsar . . . prenominatum Anthonium Guerson burgomagistrum ville Calesie et mercatorem bone estimacionis et credencie verumque et fidelem subditum Christianissimi Francorum regis moderni proque tali communiter reputatum Dictumque regem et suos subditos fuisse et esse in federe et amicicia cum regia majestate Anglie predicte arctissime conjunctos et copulatos Navemque appellatam the Edward of Hull ac nunc nominatum La Fortune de Callice per subditos regis Hispanie videlicet capitaneos milites ac inhabitantes ville de Dunkerke hostes domine nostre regine predicte super alto mari hostiliter aggressam captam ac jure belli in eorum potestatem redactam atque ab Anglis per eos penitus abductam ac desuper pro legitima preda in curia Admirallitatis de Dunkerke predicta adjudicatam fuisse et esse pronunciamus decernimus et declaramus Ac post premissa dictam navim cum ornamentis et apparatibus suis aucthoritate pretoris ibidem cuidam Jacobo La Beque mercatori de Dunkerke predicta venditam ac possessionem ejusdem eidem Jacobo traditam fuisse et esse Posteaque dictum Jacobum La Beque eandem navem cum apparatu et ornamentis suis secundum morem et consuetudinem mercatorum ac in usum mercature prefato Anthonio Guerson pro summa et precio ducentorum et quinquaginta coronatorum aureorum Francie vendidisse ac possessionem ejusdem

and was then and there drowned and met his death ; And further pronounced, decreed, and declared that the said John Fisher, who intervened for the said three parts and quarters of the aforesaid ship or boat, and that the same three quarters of the same boat, together with all the apparel and furniture of the same, ought to be condemned to the said high Admiral of England (whereas in truth they ought not to be so condemned) and condemned them in fact, (whereas in law he could not), to the use, as he pretended, of the Lord High Admiral of England, but in truth, as he intended, to his own use, if they were in existence, and, if not, he condemned [the said John Fisher] to pay the sum of £75 to the use aforesaid . . .

RAYLESTONE c. GUERSON.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, Anthonius Guerson to be burgomaster of the town of Calais, and a merchant of good repute and credit, and a true and faithful subject of the Most Christian King of the French, that now is, and to be commonly reputed as such ; And that the said king, and his subjects, were and are most straitly leagued and joined in alliance and amity with her Majesty the queen of England aforesaid ; And that the ship, [formerly] called the ' Edward ' of Hull, and now called ' La Fortune ' of Calais, was, upon the high sea, in warlike manner attacked [and] captured by subjects of the king of Spain, namely by the captains, soldiers and inhabitants of the town of Dunkirk, being enemies of our aforesaid lady the queen ; And that she was by them, by right of war, taken possession of and wholly captured from her English [crew] ; And that she was thereupon and now is adjudged in the court of Admiralty of Dunkirk to be lawful prize ; And we pronounce, decree, and declare, that, after the premises, the said ship, with her furniture and apparel, was by the authority of the officer there, sold to one Jacob La Beque, merchant of Dunkirk, aforesaid, and that possession of her was and is delivered to the same Jacob ; And that, afterwards, the said Jacob La Beque, according to the custom and practice of merchants, and in the way of merchandising, sold the same ship, with her apparel and furniture, to the aforesaid Anthonius Guerson, for the sum and price of 250 gold crowns of France ; And that he delivered possession of her, with her said

cum dictis suis apparatu et ornamentis eidem Anthonio Guerson tradidisse eaque racione eundem Anthonium Guerson in quieta possessione premissorum fuisse Eandemque navem post empcionem predictam La Fortune de Callice nominasse ac racione premissorum dominum proprietarium ac legitimum possessorem ejusdem navis cum ornamentis et apparatibus suis predictis fuisse et esse pronunciamus decernimus et declaramus Dictumque Anthonium Guerson citra emptionem per eum (ut prefertur) factam summam quatuordecem coronatorum aureorum Francie et dimidium unius aurei coronati in et circa reparacionem et restauracionem dicte navis et alia necessaria ad eandem spectantia et pertinentia erogasse et exposuisse [1] Ideoque dictam navem ejusque apparatus et ornamenta omnia et singula modo premisso arrestata et in possessione dictorum Willielmi Rayleston et Richardi Burges existentia vel per eos disposita dicto Anthonio Guerson per Willielmum Raylestone et Richardum Burges restituenda fore debere si extent alioquin eosdem ad solvendum dicto Anthonio Guerson aut parti sue summam septuaginta novem librarum et septemdecem solidorum legalis monete Anglie pro precio et valore dicte navis et apparatuum et ornamentorum suorum per eundem Anthonium erogato et soluto cogendos et compellendos fore debere pronunciamus decernimus et declaramus eosdemque . . . (*condemnation in common form*)

Jo Hone Jul. Cæsar

TAYLOR *v.* PENNINCKE.

A.D. 1602 File 69, No. 125-126. Sentence for non-delivery of a chest carried at the risk of the shipowner; Libel, File 68, No. 49.

. . . Idcirco Nos Julius Cæsar . . . (*common form*) prenominatum Vincentium Pennincke mensibus Januarii et Februarii anno domini millesimo sexcentesimo primo magistrum et navarchum cujusdam navis vocate the Hare portus Vlishengensis fuisse et esse curamque et regimen ejusdem pro viagio in eadem a portu Vlishingensi ad portum Londinensem faciendo in se suscepisse Prenominatumque Johannem Taylor mensibus predictis aut eorum uno apud portum Vlishingensem existentem quandam cistam Anglice a chest clausam et obseratam ac omnes et singulas res et rerum species et pecuniarum summas in schedula presentibus annexa mencionatas ad prefatum

[1] Words as to damages for wrongful arrest by the Admiralty Court are struck out.

apparel and furniture, to the said Anthonius Guerson; And that, by reason thereof, the same Anthonius Guerson was in quiet possession of the premises; And that, after the aforesaid purchase, he called the aforesaid ship 'La Fortune' of Calais; And that, by reason of the premises, he was and is owner, proprietor, and lawful possessor of the same ship, together with her furniture and apparel aforesaid; And We pronounce, decree, and declare, that the said Anthonius Guerson, since the purchase [of her] so by him made as aforesaid, has laid out and expended in and about the repairing and rebuilding of the said ship, and [providing] other necessaries belonging and appertaining to her, the sum of fourteen and a half gold crowns of France; And that, therefore, the said ship, and all and singular her apparel and furniture, in manner aforesaid arrested by and [now] in the possession of the said William Raylestone and Richard Burges, or [since] disposed of by them, ought of right, if they are in existence, to be restored by [the said] William Raylestone and Richard Burges to the said Anthonius Guerson; and, if they are not in existence, that they [Raylestone and Burges] ought to be compelled and obliged to pay to the said Anthonius Guerson, or to his party, the sum of £79 17*s.* lawful English money, for the price and value of the said ship, and her apparel and furniture, so paid and laid out by him Anthonius [as aforesaid]; And We condemn them . . . (*in common form*)

JOHN HONE JULIUS CÆSAR

TAYLOR c. PENNINCKE.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that the beforenamed Vincentius Pennincke, in the months of January and February in the year of the Lord 1601, was master and pilot of a ship called the 'Hare,' of the port of Flushing, and that he took upon himself the care and conduct of the same ship for a voyage in her from the port of Flushing to the port of London; And that the beforenamed John Taylor in the months aforesaid, or one of them, being at the port of Flushing, put on board and loaded, or caused to be put on board and loaded, in the said ship, the 'Hare' of Flushing, a chest closed and sealed with wax, and all and singular the things, wares,[1] and sums of money mentioned in the schedule annexed to these presents, (which schedule We deem, and decree to be deemed,

[1] 'Species rerum,' qy. valuables.

Johannem Taylor spectantes in eadem impositas et existentes quam quidem schedulam pro hic lecta et inserta habemus et haberi volumus a portu Vlishingensi predicto ad portum Londinensem transportandas ibidemque dicto Johanni Taylor seu ejus assignato tradendas in dicta navi the Hare of Vlishinge imposuisse onerasse seu imponi et onerari fecisse Dictumque Vincentium Pennincke curam et custodiam ejusdem ciste ac omnium et singularum rerum et specierum in eadem cista ut prefertur impositarum et existentium quoad salvam et securam tradicionem earum in portu Londinensi in se et suo periculo pro naulo unius solidi legalis monete Anglie suscepisse Eandemque cistam ac omnes et singulas res et rerum species in schedula predicta ut prefertur mencionatas eidem Johanni Taylor seu ejus assignato tradere in portu Vlishingensi[1] in se assumpsisse et fideliter promisisse Valoremque dicte ciste ac omnium et singularum rerum et specierum in dicta schedula presentibus ut prefertur annexa mencionatarum ad respective summas legalis monete Anglie in eadem schedula eciam descriptas et expressas tempore oneracionis earundem extendisse Dictumque Vincentium Pennincke ad restituendum et tradendum eidem Johanni Taylor aut parti sue cistam et res et rerum species predictas ex parte ejusdem Johannis Taylor debite in portu Londinensi seu eidem Johanni pro premissis satisfacere requisitum eadem facere recusasse seu distulisse pronunciamus decernimus et declaramus Ideoque prefatum Vincentium Pennincke ad restituendum . . . (*condemnation in common form; words condemning Pennincke in damages beyond the value of the chest and contents being struck out; and ending with the following words, interlined*) . . . tunc parte dicti Vincentii Pennincke renunciante appellacion' in hac causa dictas expensas ad summam quinque librarum legalis monete Anglie taxamus et moderamur (*The schedule of contents of the chest is annexed*)

THO. CROMPTON JUL. CÆSAR

OFFICIUM DOMINI c. SADLER; THE 'FORTUNE.'

A.D. 1602 File 69, No. 105. Sentence condemning, as confiscated to the Lord High Admiral, a ship that had gone to sea to take prizes without having a commission, and without having given bail.

. . . Idcirco Nos Julius Cesar . . . (*in common form*) . . . juxta confessionem prefati Rogeri Sadler rite et legitime procedentes eundem Rogerum Sadler mensibus Julii Augusti Septembris Octobris et Novembris anno domini 1602 seu eorum aliquo fuisse et esse dominum

[1] *Semble*, mistake for 'Londinensi.'

as read and here inserted), to be carried from the port of Flushing to the port of London, and there delivered to the said John Taylor or to his assign; And that the said Vincentius Pennincke, for the freight of one shilling of lawful English money, took upon himself the care and custody of the same chest, and of all and singular the things and wares so deposited and being in the same chest, as aforesaid, at his own risk, as regards the safe and sure delivery thereof in the port of London, and that he undertook and faithfully promised to deliver to the same John Taylor, or to his assign, in the port of London, all and singular the things and wares in the said schedule mentioned as aforesaid; And that the value of the said chest and of all and singular the things and wares mentioned in the said schedule annexed to these presents as aforesaid amounted at the time of the loading of the same to the respective sums of lawful English money also mentioned and specified in the same schedule; And that the said Vincentius Pennincke, having been requested on behalf of the said John Taylor to duly restore and deliver the aforesaid chest, things and wares, in the port of London, to the same John Taylor, or to his party, or to make satisfaction to the same John Taylor for the premises, has refused or delayed to do so; Therefore We condemn the aforesaid Vincentius Pennincke to restore . . . (*condemnation in the value of the chest and in costs, in common form*) . . . [and] the party of the said Vincentius Pennincke renouncing [all] appeals in this suit, We assess and tax the said costs at the sum of £5 of lawful English money

THOMAS CROMPTON JUL. CÆSAR

OFFICIUM DOMINI *c.* SADLER; THE 'FORTUNE.'

. . . Therefore We, Julius Cæsar, . . . proceeding duly and lawfully, according to the admission of the aforesaid Roger Sadler, pronounce, decree, and declare, that the same Roger Sadler, in the months of July, August, September, October and November, in the year of the Lord 1602, or in some one of them, was and is the owner

et proprietarium dicte navis the Fortune ac apparatuum accessionum et tormentorum suorum nuper arrestatorum ac in schedula presentibus annexa descriptorum Eandemque navem anno et mensibus predictis absque litteris represaliarum prius in ea parte obtentis nullaque caucione prius interposita ad maria ad predas capiendas preparasse armasse instruxisse et in navi predicta processum fuisse Prefatumque honorandum virum dominum comitem Notingham fuisse et esse dominum magnum Admirallum Anglie ac racione dicti officii sui ac vigore literarum patentium dicte serenissime domine nostre Regine sibi in ea parte concessarum ac penes Registrario hujus curie remanentium omnes et quascunque naves absque commissione et caucione in ea parte prius obtentis et interpositis ad maria ad predas capiendas emissas in usum ejusdem honorandi viri confiscatas fuisse et esse et in ejus usum disponendas Ideoque eandem navim the Fortune et accessiones ejusdem in schedula presentibus annexa[1] descriptas fuisse et esse confiscatas ac ut confiscatas in usum dicti domini magni Admiralli Anglie disponendas et tradendas pronunciamus decernimus et declaramus per hanc nostram sentenciam sive hoc nostrum decretum quam sive quod ferimus et promulgamus in his scriptis

Ny. Stywarde — Julius Cæsar
Tho. Crompton

OFFICIUM DOMINI c. REYNOLDS, THE 'DIAMOND.'

A.D. 1602 File 69, No. 82. Sentence condemning as forfeited to the Admiral two privateers for spoiling friends' ships.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . juxta confessiones ipsius Johannis Reynolds rite et legitime procedentes eundem Johannem Reynolds annis domini millesimo sexcentesimo primo et millesimo sexcentesimo secundo mensibusque in eisdem annis concurrentibus dominum et proprietarium unius medietatis navium respective predictarum vocatarum the Diamonde et the Endevour et apparatuum tormentorum et accessionum earundem respective fuisse et esse Easdemque respective naves annis et mensibus predictis ac citra mensem Augusti millesimo sexcentesimo primo ad maria ad predas capiendas preparasse armasse instruxisse ac emisisse et quosdam Johannem Strongman Richardum Jolliffe et Willielmum Strongman capitaneos earundem navium ad separatas expediciones marittimas cum eisdem respective proficiendas constituisse Dictosque capitaneos

[1] The schedule is annexed.

and proprietor of the said ship the 'Fortune,' and of the apparel gear and artillery lately arrested and described in a schedule annexed to these presents; And that, in the year and months aforesaid, he prepared, armed, and furnished, the same ship for taking prizes, and proceeded to sea in the same ship, without letters of reprisal first obtained in that behalf, and without having first given bail; And that the aforesaid honourable man, the lord Earl of Nottingham, was and is lord high Admiral of England; And that, by reason of his said office, and by virtue of letters patent of the said most serene lady, our queen, granted to him in that behalf, and remaining with the Registrar of this court, all ships whatsoever sent forth to sea to take prizes, without a commission and bail in that behalf first obtained and given, were and are confiscated to the use of the same honourable man, and are to be disposed of to his use; And therefore by this Our sentence, or this Our decree, which sentence or decree We pass and promulgate in this writing, We pronounce, decree, and declare, that the same ship, the 'Fortune,' and the furniture of the same, described in the schedule annexed to these presents was and is confiscated, and being so confiscated, ought to be disposed of and delivered to the use of the said lord high Admiral of England

NICHOLAS STYWARDE JULIUS CÆSAR
THOMAS CROMPTON

OFFICIUM DOMINI c. REYNOLDS, 'THE DIAMOND.'

. . . Therefore We, Julius Cæsar, . . . duly and lawfully proceeding according to the admission of him, John Reynolds, pronounce, decree, and declare, that the same John Reynolds, in the years of the Lord 1601 and 1602, and in the months of those years, was and is the proprietor of one half of the aforesaid ships respectively called the 'Diamond' and the 'Endeavour,' and of the apparel artillery and furniture of the same, respectively; And that, in the years and months aforesaid, and since the month of August 1601, he prepared, armed, furnished, and sent forth to sea, the same ships respectively, to take prizes; And that he appointed certain men, John Strongman, Richard Jolliffe, and William Strongman, to be captains of the same ships, for separate maritime expeditions to be undertaken with the same ships respectively; And that the said captains, and their

et eorum socios cum eisdem navibus durantibus expedicionibus navalibus predictis nonnulla spolia et depredaciones in naves et bona confederatorum et in amicicia et federe cum dicta serenissima domina nostra regina conjunctorum super alto mari annis predictis et eorum utroque ac citra mensem Augusti predicti contra juris in ea parte exigenciam commisisse et patrasse Prefatumque dominum comitem Nottingham fuisse et esse dominum magnum Admirallum Anglie ac racione officii sui et vigore literarum patentium dicte serenissime domine nostre regine sibi in ea parte commissarum ac penes Registrarium hujus curie remanentium omnes et quascunque naves spolia ac depredaciones patrantes et committentes in usum dicti honorandi viri comitis Nottingham domini magni Admiralli Anglie confiscatas fuisse et esse in ejus usum disponendas pronunciamus decernimus et declaramus Ideoque easdem respective naves vocatas the Diamonde et the Endevour ac apparatus ornamenta et accessiones respective earundem fuisse et esse confiscata ac ut confiscata in usum domini magni Admiralli Anglie disponenda et tradenda fore debere eciam pronunciamus decernimus et declaramus per hanc nostram sentenciam sive hoc nostrum decretum quam sive quod ferimus et promulgamus in hiis scriptis

JULIUS CÆSAR

STEVEINS c. SAVIDGE.

A.D. 1602 File 69, No. 75. Sentence condemning merchants in half the freight of a ship and goods that had been rescued by her crew from captors, and had of necessity been brought back to her port of loading to undergo repairs; *ibid.* Nos. 17, 58.

. . . Idcirco nos Julius Cesar . . .

(*The sentence states that Savidge, Ryddleston, and John Williams chartered the 'Primrose,' of which Steveins was master, for a voyage from London to Lagos or Villa Nova, in Portugal, at a freight of* £168 (48 *tons at* £3 10*s. per ton, of which Savidge was to pay for* 20 *tons, Ryddleston for* 14 *tons, and Williams for* 14 *tons; that* £1,200 *worth of goods were put on board; that John Williams and William Kendall went on board as factors for Savidge and Ryddleston, and Pattrick Thompson as pilot; that Williams and Thompson went ashore off Lagos, and did not return at the hour fixed; that the ship was attacked by Portuguese and taken, the master and crew being put below hatches; that before the captors could get her into Lagos, the master and crew regained possession by blowing up the decks, whereby the captors were*

associates, upon the high sea, and in the years aforesaid, and in both of them, and since the month of August aforesaid, against the requirement of law in that behalf, committed and perpetrated certain piracies and depredations with the same ships, in the course of the aforesaid maritime expeditions, against the ships and goods of allies associated with our most serene lady, the Queen, in league and friendship; And that the aforesaid lord, the Earl of Nottingham, was and is the Lord High Admiral of England, and by reason of his office, and by virtue of letters patent of our most serene lady the Queen granted to him in that behalf and remaining in the hands of the Registrar of this Court, all and singular ships perpetrating and committing spoils or depredations were and are confiscated to the use of the said honourable man, the Earl of Nottingham, to be disposed of to his use; And, therefore, by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in this writing, We also pronounce, decree, and declare, that the same ships respectively called the 'Diamond' and the 'Endeavour,' and the apparel, furniture and gear of the same respectively, were and are confiscated, and, as so confiscated, ought to be disposed of to the use of the Lord High Admiral of England

JULIUS CÆSAR

blown into the sea; and that, after the merchants' factor had consulted with the master and crew, it was decided that the ship should be taken back to London. The sentence continues as follows:)

. . . Quodque secundum decretum predictum prefati magister et naute navem licet valde laceratam omnibus bonis mercibus et mercimoniis que per predictos mercatores in navem predictam Londini onerata fuerant onustam salvo in portu Londinense adduxerunt ibidemque eandem exoneraverunt mercatoribus predictis omnia sua bona respective salva tradiderunt et deliberaverunt omniaque fecerunt que quisquam eciam diligentissimus in tam periculo ancipiti et desperato negocio facere et excogitare potuerant [1] nec ullo modo per eosdem magistrum nautas aut navem stetit quominus omnia concernentia viagium predictum plenarie et ad libitum mercatorum predictorum et prefatorum Johannis Williams et Willelmi Kendall factorum negociorumque gestorum seu assignatorum ipsorum mercatorum perimplessent si Johannes Williams ad navem predictam infra tempus predictum rediisset et declarasset quid in hac parte fieri voluisset Quocirca racione premissorum predictos Robertum Savidge Thomam Ryddleston et Johannem Williams mercatores predictos ad solucionem pro naulo predicto medietatem [2] summe 168^{li} viz^{t} predictus [1] Robertum Savidge ad solvendum summam 35^{li} [2] legalis monete Anglie predicte Thomam Ryddleston ad solvendum summam 24 lib 10^{s} [2] legalis [monete Anglie] [3] eciam predicte ac prefatum Johannem Williams [ad] solvendum eciam 24 lib 10^{s} [3] legalis [monete Anglie] [3] predicte prefato magistro ad usum dominorum et proprietariorum navis predicte et nautarum predictorum condemnandos fore debere pronunciamus decernimus declaramus ac condempnamus Eosdemque mercatores in expensis legitimis . . . (*condemnation in common form*)

Ny. Stywarde Julius Cæsar

[1] Sic. [2] These words and figures are interlined.
[3] These words have fallen out.

STEVEINS c. SAVIDGE.

. . . And that, according to the aforesaid decision [of the supercargo, master and crew, to return to London], the aforesaid master and seamen brought the aforesaid ship, although she was very severely injured, laden with all the goods wares and merchandise that had been laden in her at London, safely to the port of London, and there unloaded her, and there handed over and delivered to the aforesaid merchants all their respective goods in safety; and that they did all that even the most diligent man could have done or thought of doing in so imminent a peril and desperate a business; And that it was not in any way the fault of the same master and seamen, or of the ship, that they did not perform the aforesaid voyage fully, and according to the will of the aforesaid merchants and of the aforesaid John Williams and William Kendall, the factors and agents or assigns of the merchants, [as the voyage would have been performed], if John Williams had returned to the aforesaid ship within the time aforesaid, and had declared what he wished to be done in this behalf; Wherefore, by reason of the premises, We pronounce, decree, and declare, that the aforesaid Robert Savidge, Thomas Ryddleston, and John Williams, the merchants aforesaid, ought to be condemned to the payment of the sum of £168, in respect of half of the aforesaid freight, that is to say, the aforesaid Robert Savidge to pay the sum of £35 of lawful English money aforesaid, Thomas Ryddleston to pay the sum of £24 10*s*. of lawful English money aforesaid, and the aforesaid John Williams to pay also £24 10*s*. of lawful English money aforesaid, to the aforesaid master, for the use of the owners and proprietors of the aforesaid ship and of the aforesaid seamen; And We so condemn them . . . (*to payment of the sums and costs in common form*)

Nicholas Stywarde Julius Cæsar

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